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A MONTHLY JOURNAL DEVOTED TO THE ELEVATOR AND GRAIN INTERESTS.

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MITCHELL BROS. & CO.

Vol XXIX.

CHICAGO, ILLINOIS, OCTOBER 15, 1910.

No. 4.

ONE DOLLAR PER ANNUM.
SINGLE COPIES, TEN CENTS.

**WE ARE MANUFACTURERS
OF
GRAIN ELEVATOR MACHINERY
FOR
Elevating, Conveying and Transmitting Power**

Bucket Elevators
Belt Conveyors
Screw Conveyors
Friction Clutches
Bearings

Car Pullers
Power Shovels
Rope Drives
Shafting
Pulleys

Get our prices on your Specifications before buying.

STEPHENS-ADAMSON MFG. CO.

MAIN OFFICE AND WORKS, AURORA, ILL.

NEW YORK OFFICE—50 Church St.

CHICAGO OFFICE—First National Bank Bldg.



**Grain
Elevator
Belting**

of special construction

**Best Made
and Cheapest**

— Get our prices —

**THE
GUTTA PERCHA
AND RUBBER
MFG. CO.**

224-226 Randolph Street
CHICAGO

WE MAKE EVERYTHING FOR THE GRAIN ELEVATOR



Friction Clutches
Sprocket Wheels
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Screw Conveyors
Belt Conveyors
Power Shovels
Rope Drives

Car Pullers
Car Loaders
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Pulleys
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SKILLIN & RICHARDS MFG. CO., Chicago

MINNEAPOLIS SEED CO.

SEEDS

Minneapolis,

Minnesota

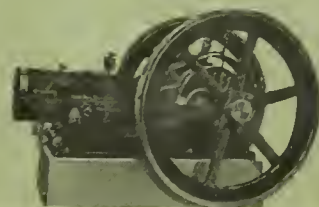
FOOS

GAS AND GASOLINE ENGINES

Either for constant power service or under intermittent load give more every day satisfaction than any other engine on the market. For grain elevators the Foos is especially adapted on account of its patented, safe and positive ignition, straight line counter balance and ample power rating. Many other exclusive features of design developed in 24 years of gas engine building are described in Catalog 39.

The FOOS GAS ENGINE COMPANY
SPRINGFIELD, OHIO

Largest Exclusive Gas Engine Plant in America.



Consign your grain to

J. H. Dole & Co.

Commission Merchants

CHICAGO

Orders to buy or sell for future delivery given
careful attention.



Elevating, Conveying and Power Transmitting Machinery for use in Grain Elevators and Flour Mills

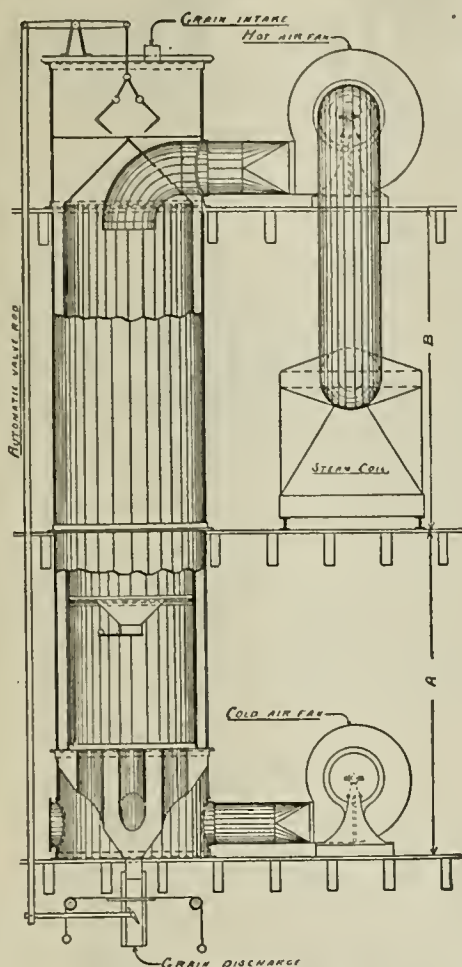
The Weller line of machinery for service in grain elevators and flour mills is complete, and embraces the Weller Specialties for handling material in all kinds of elevators, mills, warehouses, etc.

WELLER-MADE Power Transmitting Machinery is being used in the leading elevators and flour mills in the country, which are also equipped with WELLER-MADE specialties throughout. Grain men are particularly requested to take advantage of our co-operation in solving their power transmission problems, and to learn how an economy can be effected.

Our large catalog of 512 pages describes our entire line thoroughly and interestingly. It is illustrated throughout, bound in cloth covers, and a copy is sent to those interested free upon request.

WELLER MFG. CO.

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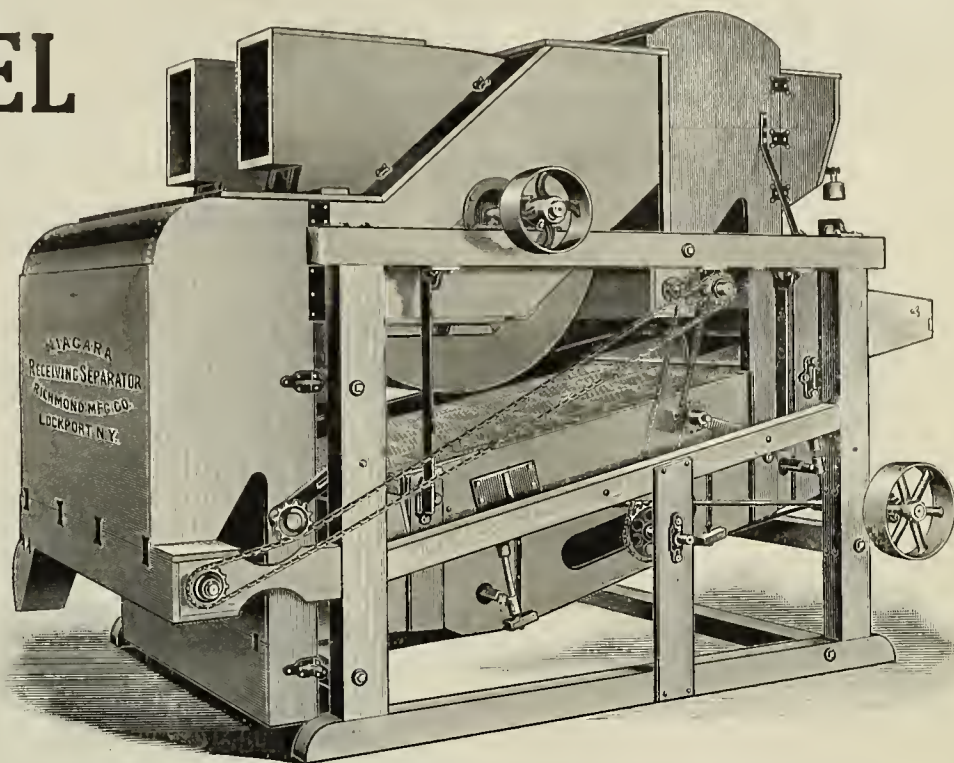
McDANIEL GRAIN DRIER

Will remove from grain any percentage of moisture desired. Hot or cold air or both can be used.

Built for any capacity.

Guaranteed satisfaction.

Hundreds in daily use.



NIAGARA RECEIVING SEPARATOR

Especially adapted for cleaning all kinds of grain. Steel sieves. Deep ring oiling boxes. Cleaners that keep the sieves clean at all times.

Built of steel, wood, or wood covered with steel, in capacities from 30 to 4000 bushels per hour.

Write Us

RICHMOND MANUFACTURING CO., Established 1863 **Lockport, N. Y.**



Thirty-two Cents for Repairs in Five Years

S. J. CASH

B. B. IVES

Shippers of Grain, Meal and Corn Chop
PORTER MILL AND ELEVATOR COMPANY

Porter, Oklahoma, Aug 29, 1910.

Union Iron Works, Decatur, Ill.

Gentlemen:—Enlosed please find P. O. Money Order for thirty-two cents for the one-half dozen chain links you sent us by mail.

Five years ago we bought all the machinery from you for our elevator at Porter, Okla. We have done a good business and handled a large amount of grain, and this is the first repairs we have had to have from you or anyone else in five years. Our machinery is in first-class order and looks like it was good for five years more without any more repairs.

Yours truly,

PORTER MILL & ELEVATOR CO.,
 Per S. J. Cash.

“Western” machinery insures light repair bills because our hobby is **QUALITY**.

Good machinery is not cheap
Cheap machinery is not good

Insist on “Western” equipment and your troubles and expenses will be light.

UNION IRON WORKS
 Sole Manufacturers
DECATUR ILLINOIS

“EUREKA” Patented Grain Dryer Cooler and Conditioner



Dries and aerates uniformly and economically wet or damp grain.

Our claims are substantiated by users.

Here is the system and what the user reports.

The S. Howes Company,
 Silver Creek, N. Y.

Toledo, Ohio, July 2nd, 1910.

Gentlemen:

We have your letter of the 1st inst., and are returning the Bond under separate cover, as we consider the Dryers all that you represent them to be.

We have given them a severe test, and they have proven satisfactory. The drying is uniform, and the capacity is larger than they were purchased for.

The corn on which they were tested contained before drying 19 and 20% of moisture, and the tests show that 5% was taken out of corn dried at the rate of 800 bushels per hour, and 2% at 1200 per hour.

The principles are correct and we are well pleased with our plant. Wishing you success, we remain, Very truly yours.

The East Side Iron Elevator Company,
 A. W. Boardman, Sec'y.

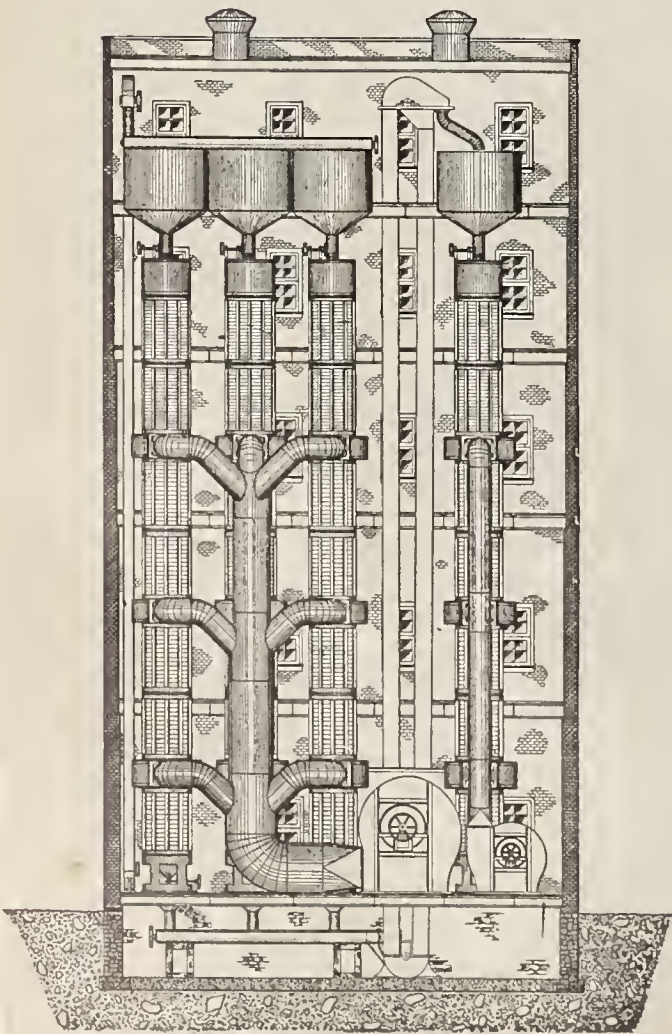
We cover our guarantees with a Bond. We accept all the responsibility

SOLE MANUFACTURERS

The S. Howes Company

Originators of the Highest Grade Grain Cleaning Machinery

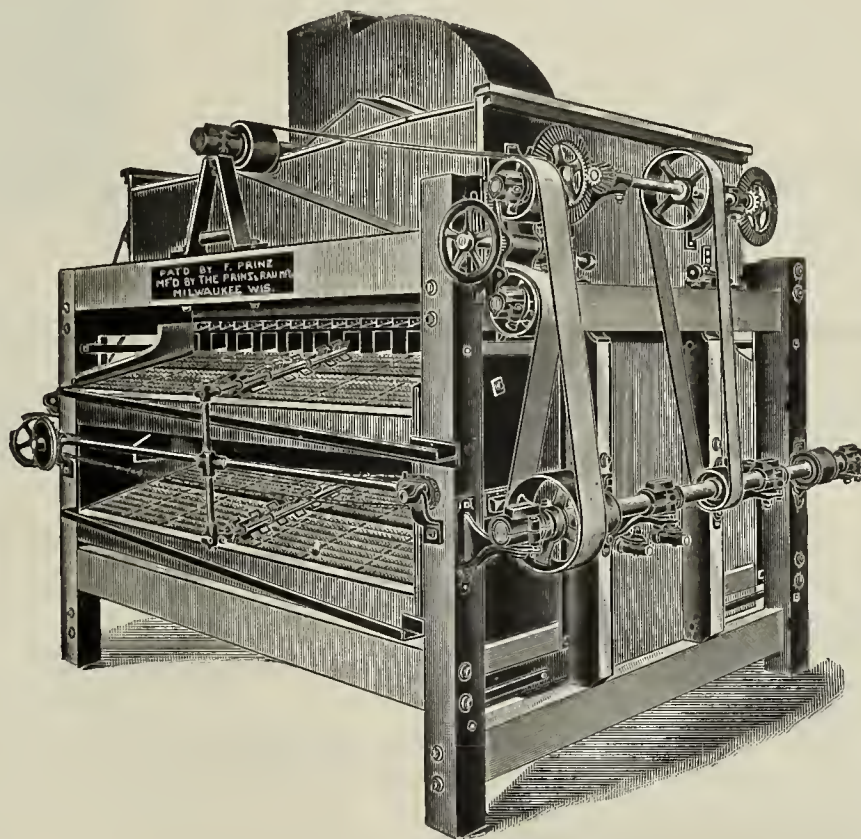
“EUREKA WORKS” . . . SILVER CREEK, N. Y.



Two Grades of Grain

Can be treated independently at the same time on a

Prinz Automatic Separator



In other words, one of these Separators is equivalent to **two complete machines.**

The Separator can, when desired, mix the two grades in the most perfect way, making it invaluable to all who do a mixing business.

Some Features:

EXTRA WIDE SIEVES, composed of two-thirds coarse sieves and one-third seed or sand sieve.

PATENTED AUTOMATIC SIEVE CLEANERS, working on top of the sieves.

EXTRA STONG FRAME, insuring smooth and steady running.

Send us your name and address and we will tell you where you can see our Separators in operation in your vicinity.

THE PRINZ & RAU MFG. CO.

MILWAUKEE, WIS.

Represented by W. G. Clark, 701 Fisher Bldg., Chicago, Ill.; A. H. Kirk, 1-A Chamber of Commerce, Minneapolis, Minn.; F. E. Lehman, 124 Board of Trade, Kansas City, Mo.; C. H. Near, 757 Ellicott Square, Buffalo, N. Y.; M. D. Beardslee, 106 Piquette Ave., Detroit, Mich.
European Representatives, Ingenieur Bureau "Zwijndrecht," Prins Mauritsplein, La, The Hague, Holland.

Rope Drives

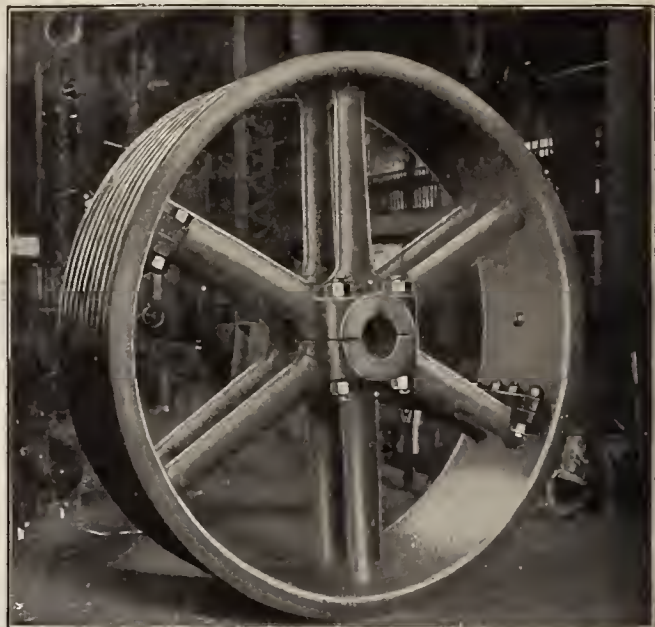
We design and install complete rope drives. We are experienced in this line, and drives designed by us are successful. We supply the best grade of Manilla rope. Our **Machine-molded sheaves** are perfect in balance, accurately finished and free from flaws injurious to the rope.

We cast and finish sheaves of all sizes—English or American system—Pulleys, Band Wheels, Flywheels, Drums, Gears, Sprocket Wheels, etc. We manufacture Shafting, Pillow Blocks, Hangers, Floor Stands, Elevator Casings, Heads and Boots and all kinds of Elevating, Conveying and Power-Transmitting Machinery. Headquarters for Supplies.

H. W. Caldwell & Son Co., Chicago

Western Ave., 17th-18th Sts.

NEW YORK, Fulton Bldg., Hudson Terminal, 50 Church Street



Send for Catalog No. 34.

Will You Need Elevator Machinery or Supplies This Year?

Prices are advancing—order early, or send for estimates. Best goods—best prices.

GRAIN DEALERS' SUPPLY COMPANY
305 South Third Street Minneapolis, Minn.

General Agents for Avery Automatic Scales for Iowa, Minnesota and the Dakotas. They are accurate, durable, simple.

Elevator Machinery and Supplies

FLOUR AND FEED MILL MACHINERY

STEAM AND GAS ENGINES

Pulleys, Shafting, General Power Transmission Machinery, Roll Grinding and Corrugating

Largest Factory and Stock in Western Country

SEND FOR 450-PAGE CATALOG

GREAT WESTERN MFG. CO.

General Office and Factory
LEAVENWORTH, KAN.

Warehouse and Salesrooms
1221-1223 Union Ave.
KANSAS CITY, MO.



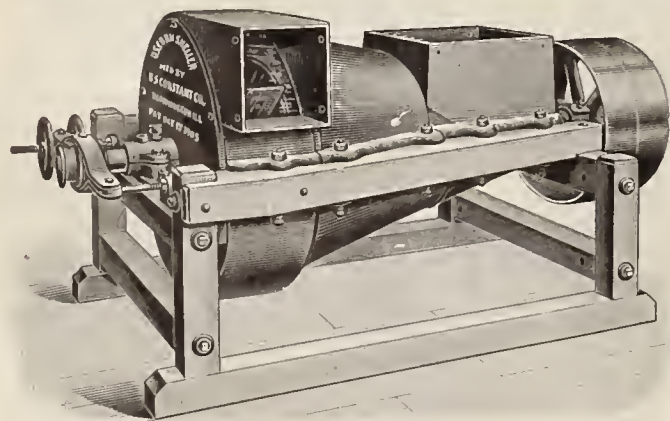
The CONSTANT MAN LIFT

IS ALWAYS READY TO SERVE YOU

It is a pleasure to go to the cupola as the Ball Bearings make it the easiest operated Manlift on the market. The Safety Catch makes it safe. It is quickly adjusted for different weight men and, best of all, the Fire Insurance Company write us they will give users a credit on rates. State distance between floors and receive our Net Price.

The U. S. FAN DISCHARGE CORN SHELLER

has exclusive features which makes it the best of its kind.



For instance the **QUICK REPAIR** advantage makes it worth more money to you on a busy day than you realize. Only 30 minutes, or less, to renew a shell or other casting. Lock wheel Adjustment on all our Shellers. Takes up less space, is positive and can be operated while Sheller is full of corn and running.

NO MORE SUPERFLUOUS CRACKED CORN.

Send us your specifications for lump price.

B. S. CONSTANT CO., Bloomington, Ill.

Traveling Representative: N. A. GRABILL, Anderson, Ind.

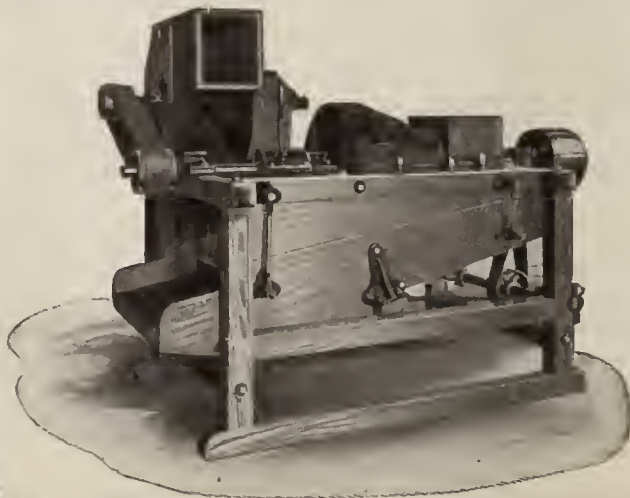
SMALL COST—BIG RETURNS

This is the story of classified advertising in the "American Elevator and Grain Trade." You can sell your elevator or machinery quickly and cheaply through an ad in its columns

WRITE FOR RATES

MITCHELL BROS. & CO., 315 Dearborn Street, Chicago, Ill.

The Sidney Corn Sheller and Cleaner Combined



Made to shell and clean corn. Capacities from 125 to 600 bu. per hour.

Ask us about Shellers, Cleaners, Drags, Dumps, Manlifts, Etc.

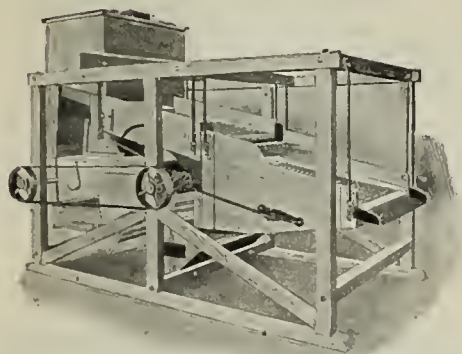
The Philip Smith Mfg. Co.

Sidney, Ohio

Machines to Handle the Corn Crop



Victor Corn Sheller



Cornwall Corn Cleaner

Prospects are good for an immense corn crop this year.

Are you prepared to handle it?

It will pay you to investigate our complete line of Corn Shellers and Cleaners.

The Victor Corn Sheller and Cornwall Corn Cleaner are standard machines of their class. These machines will enable you to handle it to best advantage. For efficiency, capacity, strength and durability they have no equal.

We also make Feed Mills with Ball or Standard Bearings, Separators of all kinds for Mills and Elevators, Scourers, Aspirators, Grain Dryers of all capacities and Cereal Mill Outfits.

SEND FOR LATEST CATALOGUE

BARNARD & LEAS MFG. CO.

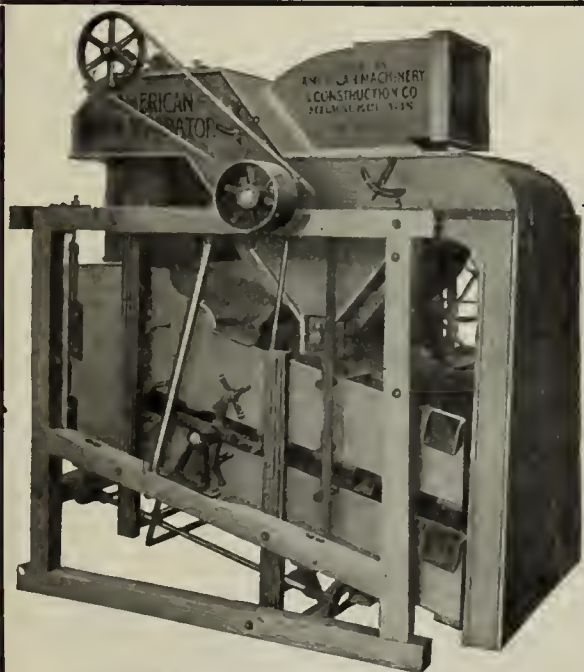
Mill Builders and Mill Furnishers

MOLINE, ILLINOIS

SPECIAL SALES AGENTS

Barnard Mfg. Co., Spokane, Wash.
M. M. Snider, 1533 E. Walnut St., Des Moines, Iowa
W. S. Brashear, 421 E. Pine St., Springfield, Mo.
Wm. Ebert, 2028 Midland Avenue, Louisville, Ky.
C. B. Donaldson, 568 Oak Street Columbus, Ohio

H. J. Creagor, P. O. Box 1595, Salt Lake, Utah.
Geo. J. Noth, Tel. Harrison 5597, 402 Monadnock Block, Chicago
U. C. Darby, Williamsport, Md.
Willford Mfg. Co., Minneapolis, Minn.



Perfect Pneumatic Cleaning, combined with thorough sieve separations are possible only with the

American Grain Separator

Not only does this machine clean more thoroughly, at a much greater capacity than any other, but it also saves 50% in power. It is entirely automatic in operation, requires much less space, runs absolutely quiet, and therefore does not have to be braced to keep it in place.

It is the only grain cleaner which will extract positively all refuse of a lighter nature than the grain to be cleaned. It pneumatically extracts impurities that it is impossible to extract by any other method or device.

Write now for full information, which will be of great value to you.

American Machinery & Construction Co.

MILWAUKEE, WISCONSIN

Want ads. in this paper bring results
Rates on application.



YOU'LL BE HAPPY

WITH A

"NEW ERA"
Passenger Elevator

It is the EASIEST RUNNING
SAFEST
BEST

It has many exclusive features.
Write for
information and prices.

Sidney Elevator Mfg. Co.
SIDNEY, OHIO.

NEW MARSEILLES DUSTLESS CYLINDER CORN SHELLERS

WE MAKE Hand and Power Corn Shellers, Horse Powers, Feed Grinders, Portable Elevators and Wagon Dumps, Pump-Jacks, Grain Elevator Machinery and Supplies.

Made in Several Sizes, Both Stationary and Portable Styles.



POSITIVELY GUARANTEED to shell either shucked or unshucked corn faster, with less power in proportion to capacity; take the corn off the cobs cleaner; clean both cobs and corn more perfectly; do less crushing or grinding of corn or cobs and save a larger per cent of the corn than any other cylinder sheller on the market. Send for Catalogue.

SPEAKS FOR ITSELF

Gainesville, Texas, May 12, 1908.
Marseilles Mfg. Co., Marseilles, Ill.—Gentlemen:—We purchased the first Shuck Corn Sheller you ever made, some eighteen or twenty years ago. Since then we have bought 12 or 15 of them, representing every improvement, and expect to buy several more this season. We have bought one or more of about every other make and think we are competent judges of such machinery. Your Shellers husk and shell the corn off the cob more thoroughly; save it more completely; clean both the shelled corn and the cobs more perfectly; require less power in proportion to capacity. are more durably constructed and cost less, loss of time and cost of repairs considered, than any sheller we have ever used. We have thrown out every other kind of Corn Sheller we ever bought and have replaced them with yours. KEEL & SON. By J. Z. Keel.

MARSEILLES MANUFACTURING COMPANY, Marseilles Ill

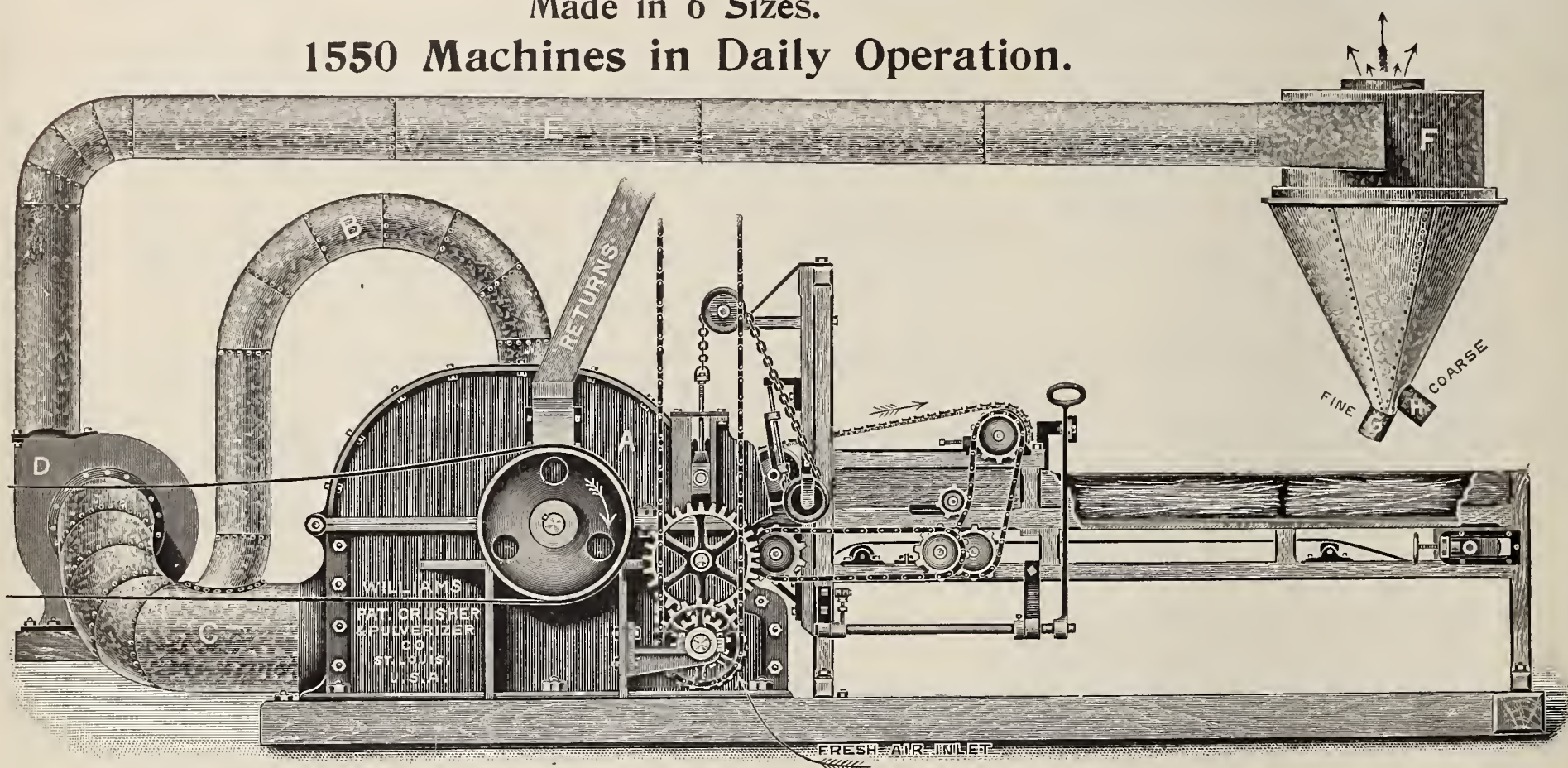
Branch Houses and General Agencies at Principal Distributing Cities.

SCRAP that troublesome Alfalfa Grinder and put in the WILLIAMS SYSTEM—Make Some Money for your Stockholders—GET RESULTS. You can only get such results from

The Williams Patent Alfalfa Grinding System

Made in 6 Sizes.

1550 Machines in Daily Operation.



THE ONLY VERSATILE FEED GRINDER EVER PRODUCED

They will reduce EAR CORN with the HUSK on.
They will reduce ALFALFA HAY from the BALE or from the STACKS.

They will reduce ALFALFA HAY and EAR CORN together.

They will reduce ALFALFA HAY and SHELLED CORN together.

They will reduce ALFALFA HAY and OATS together.

They will reduce ALFALFA HAY and FODDER OF ALL KINDS, with the CORN on.

They will reduce ALFALFA HAY and PEA VINES.

They will reduce EAR CORN ALONE or SHELLED CORN ALONE.

They will reduce OATS ALONE.

They will reduce ALFALFA HAY and two other kinds of CEREALS at the same time, as each machine has three separate feeding places.

We have a corps of competent milling engineers in the field making estimates and taking contracts for the installation of complete alfalfa meal plants, from the stump up.

*For Further Information
Write for BULLETIN No. 7*

They will reduce ANY FORAGE material or CEREAL, together or separately.

They will reduce GREEN CORN from the field.

They will reduce CLOVER HAY, TIMOTHY or ANY KIND OF STRAW.

They are CUTTERS when desired, GRINDERS when desired and SHREDDERS when desired.

They are COB CRUSHERS when desired.

They will reduce COARSE OR FINE by changing cages.

They will reduce OAT HULLS, RICE HULLS, FLAX SHIVES or any other FOOD MATERIAL.

They produce two grades of goods AT THE SAME TIME, coarse or fine, BY OUR COMBINED SYSTEM OF COLLECTING AND SEPARATING.

They WILL GIVE DOUBLE THE CAPACITY FOR THE POWER EXPENDED AND COST FOR REPAIRS OF ANY KNOWN GRINDER ON EARTH.

*Write for Catalog of the Noxon
Automatic Hay, Meal and All Around Feeder*

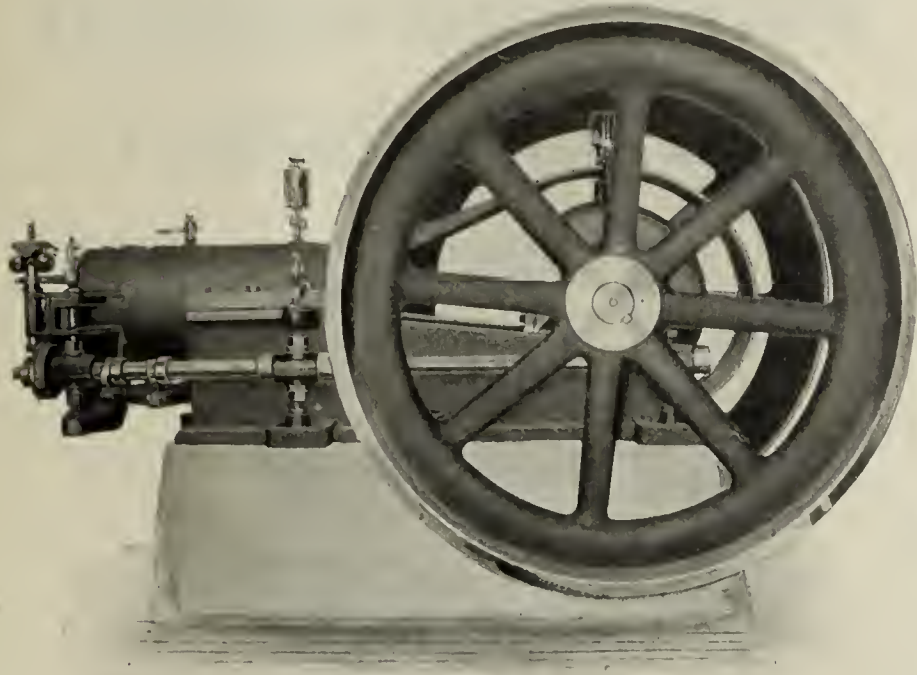
Southwestern Representative: A. G. Olds, Care Manhattan Hotel, Wichita, Kan.
Pacific Coast Representative: O. J. Williams, 428 Monadnock Bldg., San Francisco, Cal.
Texas Representative: D. J. Hayes Co., 615 Washington Ave., Houston, Texas.

THE WILLIAMS PATENT CRUSHER & PULVERIZER COMPANY

2701 North Broadway, ST. LOUIS, MO., U. S. A.

Gas Power for the Elevator

Place a St. Marys Gas Engine in your elevator and stop your coal bills.



The gas engine in the elevator is the most up-to-date power that can be used.

CLEAN POWER. SAFE POWER.

Low cost of operation. Always ready without keeping up steam.

With a St. Marys engine all the fuels may be handled with ease:—gasoline, distillate, naphtha, kerosene, producer and natural gas.

2½ to 480 H. P.

ST. MARYS MACHINE CO.

Factory:

ST. MARYS, OHIO

ARMOUR Grain Co.

GRAIN DEALERS

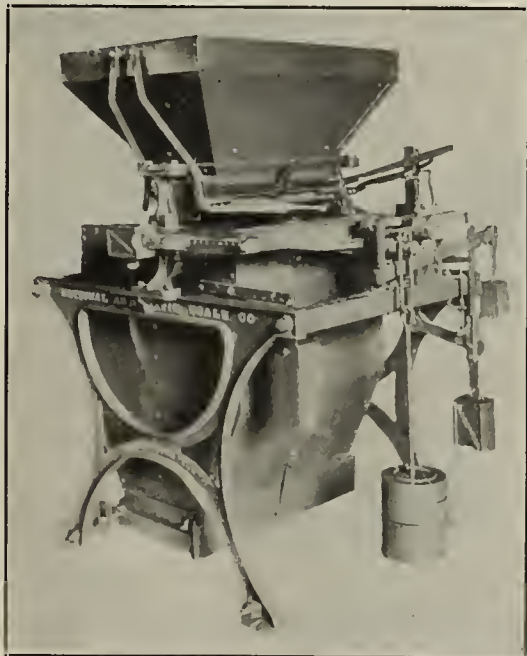
CONSIGNMENTS SOLICITED.

This department is fully equipped in every way to give the very best service in Chicago.

205 La Salle St. CHICAGO

You Are Fooled

No
Beam
Jerk
on
the
"National"



If
You
Believe

that the accuracy of an Automatic Scale depends altogether upon the beam.

Save \$100.

60 Days Free Trial

An accurate beam is absolutely necessary but there is something else. Let us tell you why the "National" is the most popular scale today.

Always Yours to Please. Get the Best.
Buy a "National."

**THE NATIONAL
AUTOMATIC SCALE COMPANY**

215 E. Douglas St., BLOOMINGTON, ILL.

Northwestern Agents: E. A. Pynch & Co., 311 Third Ave. S., Minneapolis, Minn.

SEEDS THE ALBERT DICKINSON CO.

DEALERS IN
GRASS SEEDS, CLOVERS, FLAX SEED, LAWN GRASS, BEANS,
PEAS, POPCORN, BIRD SEEDS, BUCKWHEAT, BAGS, ETC.
CHICAGO, Ill. Branch: Minneapolis, Minn.



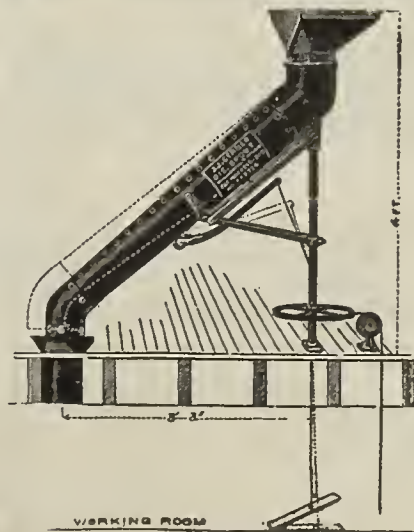
4 GOOD POINTERS

ON THE
Willford Three-Roller Feed Mill.

- (1) It is Easy to Handle.
- (2) It is Strong and Durable, but Simple.
- (3) It will Grind the Most Feed with the Least Power.
- (4) It can Always be Relied Upon.

Write for Circulars and Prices.

WILLFORD MANUFACTURING CO.,
303 3d St. South, MINNEAPOLIS, MINN.



Good Spouts Reasonable Prices

That is what you get when you buy the

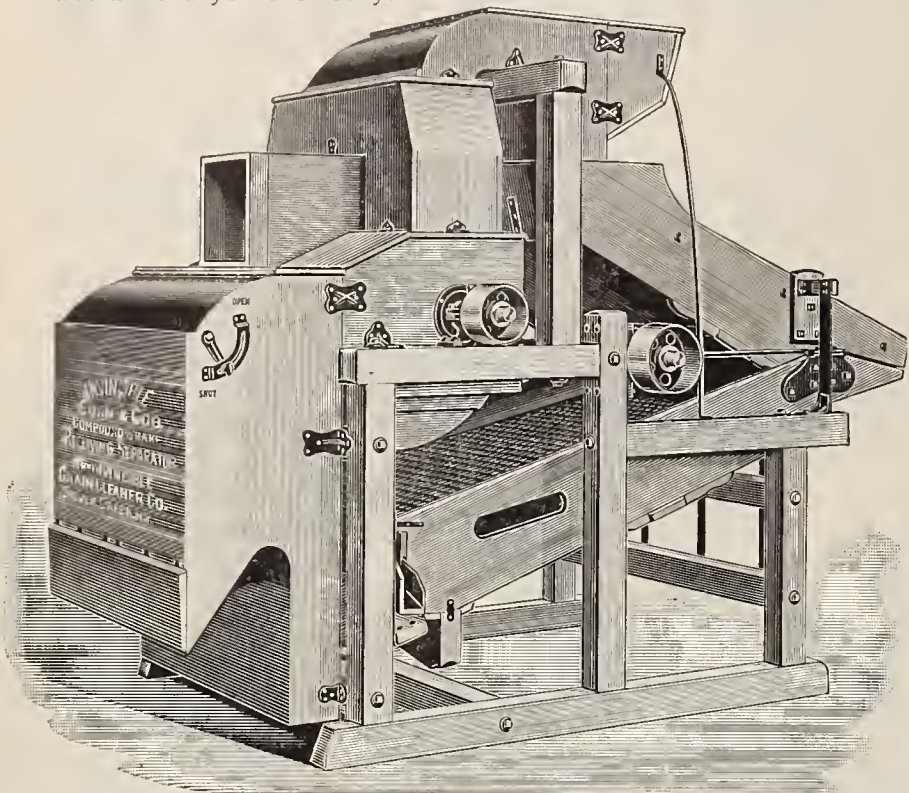
Gerber Improved No. 2 Distributing Spout

Will prevent mixing of grain. Can be operated from working floor. I make a specialty of elevator and mill spouting. For particulars write

J. J. Gerber, MINNEAPOLIS MINNESOTA

More of the INVINCIBLE Corn and Cob Separators

are being sold and used today than all others combined—
There is but one reason for it—they do the work better than others.
Let us send you one today.

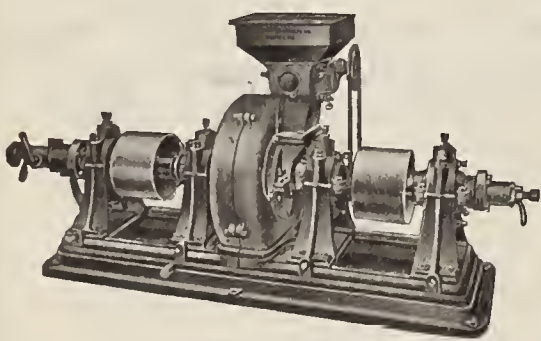


INVINCIBLE GRAIN CLEANER COMPANY SILVER CREEK, N. Y., U. S. A.

REPRESENTED BY

J. H. Pank, 512 Traders' Bldg., Chicago, Ill.
F. J. Murphy, 225 Exchange Bldg., Kansas City, Mo.
The Strong-Scott Mfg. Co., Minneapolis, Minn.
C. L. Hogle, 526 Board of Trade, Indianapolis, Ind.
Frank E. Kingsbury, Terminal Hotel, St. Louis, Mo.
J. J. Ross Mill Furnishing Co., Portland, Ore.
Chas. H. Sterling, Jefferson House, Toledo, Ohio.
C. Wilkinson, 6027 Chestnut St., Philadelphia, Pa.

Want Bigger Profits?



in your feed
grinding busi-
ness. Then
put in a

Monarch Attrition Mill

It will make them for you. It will
grind better, harder, faster, more
economically, than any other mill.
No losses from annoying break-
downs, no quick wearing out of
parts.

Don't take our word for it. Investigate—it will pay you.

Ask for a copy of our Feed and Meal Milling Catalogue No. 26

SPROUT, WALDRON & COMPANY
Box 320, Muncy, Pa.

The Vital Question

How to secure Fire Insurance?
which really indemnifies?

The Question Involves:

An accurate appraisal of your
property.

The arrangement of policy forms
to fit your needs.

The placing of your insurance
with a company of unquestion-
able strength and standing.

The Answer:

The Michigan Millers Mutual Fire Insurance Company

employs a corps of high class
men, who at your request, will
call on you and give these points
their careful and disinterested
attention.

Fire Bulletins:

Our statistics prove that about
60% of our losses during the past
ten years are chargeable to fires
from preventable causes. For
this reason we have inaugurated
the **Fire Bulletin** plan, by
which all of our policyholders
are given the benefit of the fire
experience of each. Corre-
spondence regarding fire hazards
and causes will receive courteous
and careful attention.

Our Fire Bulletin No. 6, on the fire hazards
connected with the use of wood pulleys in
elevator heads, and No. 7, "Shingle Roofs"
are of special interest to the trade and will
be mailed on application.

A. D. BAKER, Sec'y
LANSING, MICHIGAN

J. C. SHAFFER & COMPANY**Grain Merchants****OPERATING**

South Chicago Elevator D.

South Chicago Elevator C.

South Chicago Elevator C Annex.

Capacity 4,500,000 bushels.

We are buyers and shippers of all kinds of grain
and solicit your consignments and orders in futures.**240 La Salle Street****CHICAGO*****Rosenbaum Brothers******Grain
Commission Merchants******77 Board of Trade******Chicago, Ill.***We solicit your business. Wire for our quotations if you want
to buy or sell any kind of Grain.CHARLES H. HULBURD.
WILLIAM S. WARREN.
REUBEN G. CHANDLER.
OSCAR T. HULBURD.
CHARLES JAY NORTHUP.Members: { New York Stock Exchange
Chicago Stock Exchange
Chicago Board of Trade
Minneapolis Chamber of Commerce
St. Louis Merchants' Exchange
New York Produce Exchange**Hulburd, Warren & Chandler****Stock Brokers and
Commision Merchants****202 La Salle Street**Telephones: { Franklin 640
Automatic 2210**CHICAGO**

HIGH-CLASS and COMPETENT service must have EXPERIENCE, GOOD JUDGMENT and ACTIVE PERSONAL ATTENTION for a FOUNDATION

The BEST is Always Worth All It Costs

**We Want Your Shipments of
Grain and Seeds**

WIRE US YOUR OFFERS, OR ASK FOR BIDS TO ARRIVE

SEND YOUR CONSIGNMENTS TO

POPE & ECKHARDT Co.

317-321 Western Union Building

W. N. ECKHARDT, President
J. W. RADFORD, Vice-President
E. A. DOERN, Secretary
C. E. SCARRITT, Treasurer

Chicago

THE CORN EXCHANGE NATIONAL BANK of CHICAGO

| | | | | | | |
|-------------------|---|---|---|---|---|----------------|
| Capital | - | - | - | - | - | \$3,000,000.00 |
| Surplus | - | - | - | - | - | 4,000,000.00 |
| Undivided Profits | - | - | - | - | - | 1,000,000.00 |
| Deposits | - | - | - | - | - | 60,000,000.00 |

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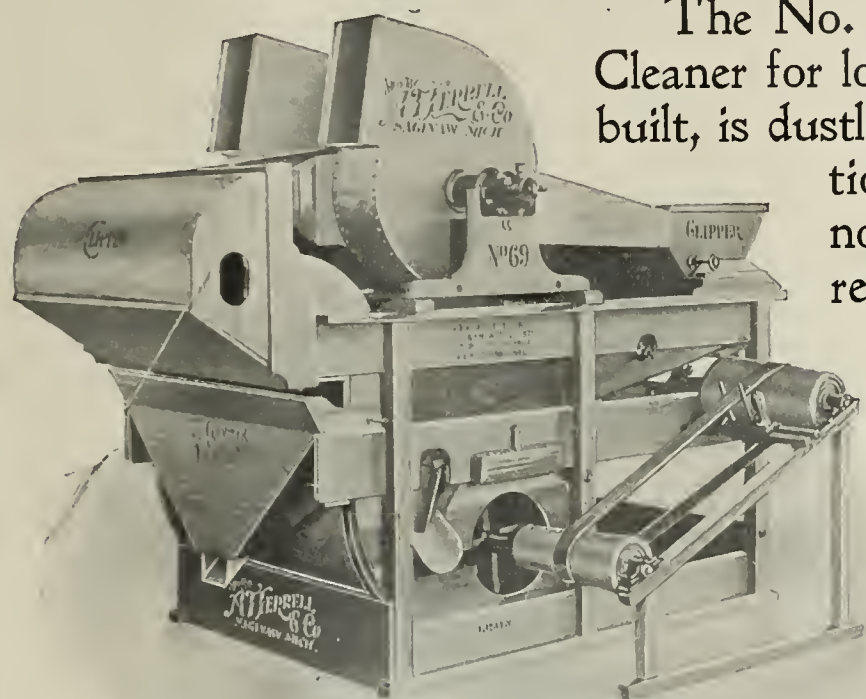
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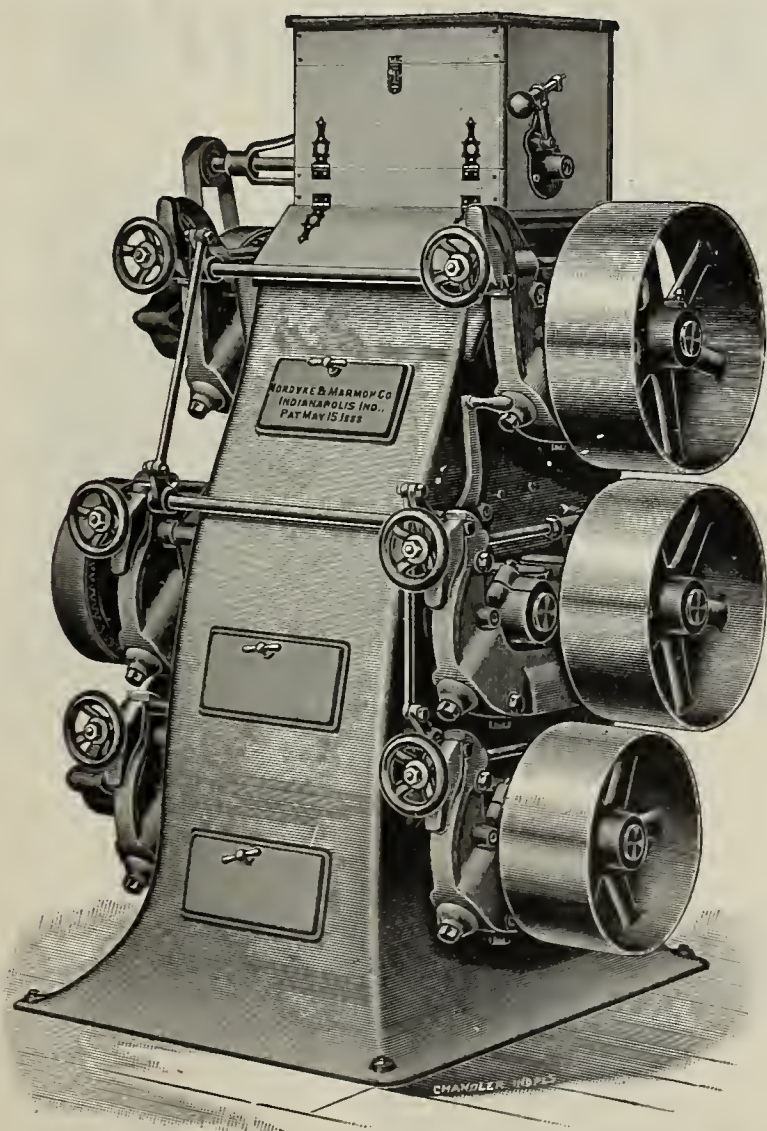
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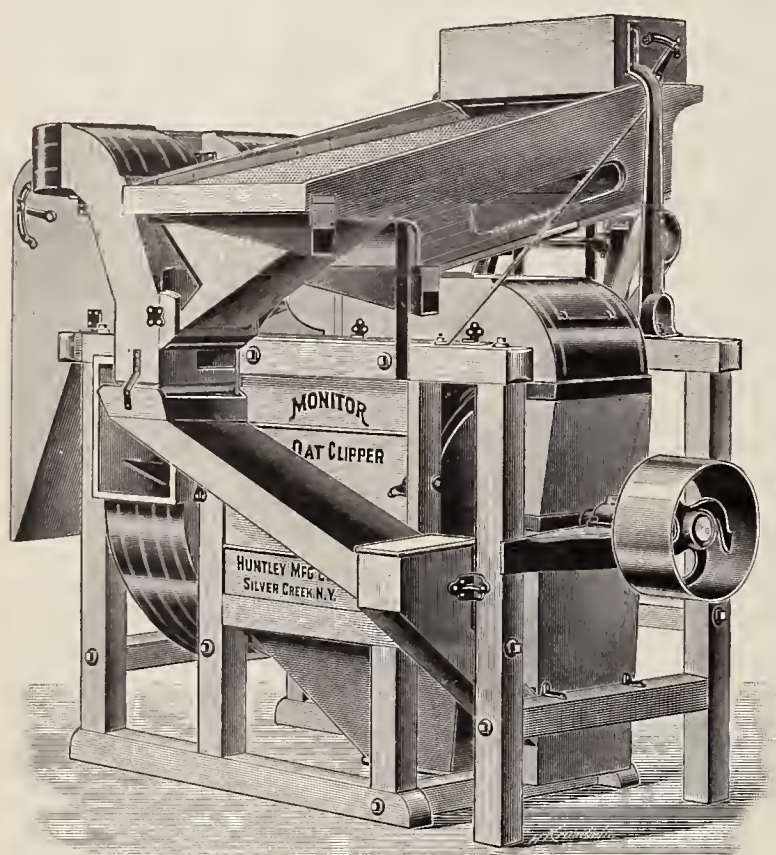
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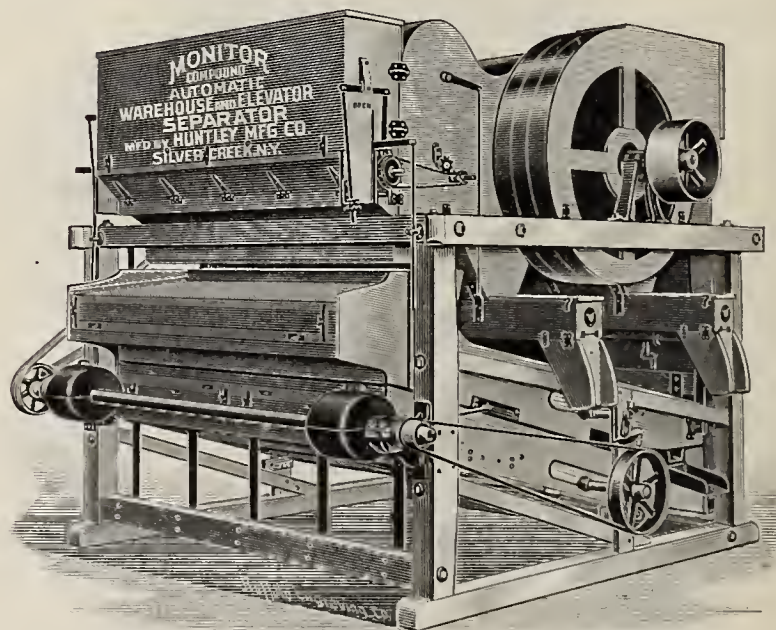
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The American Elevator and Grain Trade

A MONTHLY JOURNAL DEVOTED TO THE ELEVATOR AND GRAIN INTERESTS.

VOL. XXIX.

CHICAGO, ILLINOIS, OCTOBER 15, 1910.

No. 4.

[For the "American Elevator and Grain Trade."]

HUNGARY: THE WORLD'S GRANARY.

BY JULIAN KUNE.

Notwithstanding the untoward circumstances which have of recent years affected wheat culture in Hungary, that kingdom still retains a prominent place in the world as a wheat raising country. It is difficult to determine the real cause of the decadence of wheat culture in Hungary, unless it is ascribed to climatic changes which have taken place within the last thirty years. There are some scientific economists who attribute this decadence to the faulty methods of cultivation. In 1902 the total yield in the Hungarian kingdom, including Croatia and Slavonia, was 182,891,000 bushels, while in 1908 it dropped to 165,492,000 bushels. In 1906, the best wheat yielding year Hungary ever had, the total reached 207,000,000 bushels.

Mr. Julius de Vargha, the eminent statistician of the Hungarian Agricultural Department, sheds some light on the cause of the decrease in wheat, in one of his recently published pamphlets, as follows:

"Thirty or forty years ago the ploughed land was for the most part cultivated by the triple system, which consisted of the sowing of one-third with autumn crop (cereals), one-third with spring vegetables, while one-third was as 'black fallows.' In 1872 23.35 per cent was still fallow of the whole area of Hungary proper, whereas in 1906 the proportion had sunk to 9.6 per cent. Indeed, there are counties in Hungary where black fallows may be called a thing of the past, its place being taken by green crops."

The farmers of our own country, who are working their farms year in and year out without giving them any rest, may draw a useful lesson from the above quoted extract. Nature demands a rest for the soil as well as for the animal and vegetable kingdom.

The Hungarian wheat, which is the chief product of the country, is celebrated all over the world. It is smaller than that produced in Germany and France; it is hardier; and it contains a larger proportion of gluten, and produces the finest flour in the world. The dough is remarkable for its rubber-like elasticity; a piece of this dough, weighing hardly an ounce, may be drawn out and expanded so as to cover the surface of a large dining-room table. It is this expanding quality that makes the Hungarian flour especially adapted for the making of the justly celebrated Hungarian pastry called "retesh."

It is noteworthy that while 30.32 per cent of the

ploughed land of Hungary is sown to wheat, only about 10 per cent is sown to rye, which is the next ingredient of bread. This is accounted for by the fact that while the Hungarian peasant does not, like the Russian peasant, restrict himself to the eating of rye bread, he raises his wheat more for export than for his individual consumption. Maize, or Indian corn, is raised on 21 to 22 per cent of the ploughed land, while the area covered by barley and oats is 9.9 per cent; potatoes, 5 per cent; carrots and turnips, 2.50 per cent; clover, lucerne, flax, etc., 8.2 per cent.

We reproduce the following data from the statistics as given by Mr. De Vargha anent the producing capacity of the Hungarian Kingdom. The figures

| | | |
|-----------------------------|------------|-------|
| Lucerne clover | 23,110,852 | 40.37 |
| Mixed vetch, millet grass.. | 17,550,176 | 33.97 |

*Meter centner = 220½ lbs. av. †Hectare = 2.471 acres.

The wheat, as well as the crops of other cereals of 1909, was of a rather discouraging nature. In the first place, a large area of the winter wheat sowing was winter killed; and although the sowing of spring wheat had been considerably larger, this increase was not sufficient to offset the damage suffered by the former. The shortage is considered to be about 15,000,000 bushels. The rye crop also is considerably below the average, which means a curtailment in the export trade of wheat. On the other hand, oats, barley and Indian corn show a decided increase in yield, so that after all commercially Hungary has not lost much.

HUNGARY'S VITICULTURE.

The viticulture of Hungary is considered one of its most flourishing industrial assets. And here comes in again the great care with which the state watches all its industries and proffers its aid in case of necessity. Without the aid of the government in checking the spread of the phylloxera during the '80s of the last century, the viticulture of Hungary would have been completely wiped out. Through the combined efforts of the state and the owners of the vineyards, the viticulture of Hungary is today in as flourishing condition as ever. Many of the sandy districts, heretofore mere useless deserts, have been turned into fine grape-bearing vineyards. Those who have had the good fortune to taste the Hungarian Tokay Meneshi and Ruszti wines, and



SCENES IN BUDAPEST SHOWING MANNER OF HANDLING GRAIN ON THE DANUBE.

Photographs by Felix Koch.

represent the crop of 1906, one of the most bountiful years in Hungarian agriculture, hence they are the maximum; but they prove that agriculture in Hungary has by no means attained the high degree of development reached in Great Britain, Germany, France and other occidental countries.

AMOUNT PRODUCED.

| | Aggregate in Metric Centners.* | Average to Hectare.† |
|------------------------------|--------------------------------|----------------------|
| Wheat | 56,543,062 | 14.67 |
| Rye | 15,087,118 | 12.11 |
| Barley | 13,538,589 | 11.89 |
| Rape | 211,748 | 8.61 |
| Maize | 46,584,504 | 17.13 |
| Clover seed | 41,963 | 2.84 |
| Peas, beans and lentils..... | 420,764 | 9.2 |
| Linseed | 70,143 | 3.62 |
| Hempseed | 239,504 | 3.64 |
| Harl | 157,962 | 8.14 |
| Hemp | 672,875 | 10.27 |
| Potatoes | 52,236,829 | 82.04 |
| Tobacco | 728,543 | 15.31 |
| Beetroot | 26,695,589 | 238.27 |
| Carrots, turnips, etc..... | 54,285,543 | 287.65 |
| Mixed provender | 27,757,401 | 312.24 |

also the excellent red table wines of the country, grown in the mountainous districts, can testify to their unequalled excellence. The fame of Hungarian wines many years ago crossed the ocean to the American continent and found responsive shelter in California, through the efforts of a Hungarian by the name of Haraszty, who during the '40s of the last century took a large selection of the choicest Hungarian grape vines and planted them in California, where they developed into phenomenally extensive vineyards and where the genuine Hungarian Tokay finds a worthy rival.

The peculiar feature of the Hungarian wines consists in their containing a very large percentage of alcohol, whereby the necessity of artificially fortifying them is eliminated as they are naturally very strong. The hot Hungarian summer and the warm autumn thoroughly ripen the grapes so that they become as sweet as honey, while the volcanic nature of the soil imparts to them the fine aroma and the preservative qualities for which they are justly celebrated. As near as can be judged from

existing statistics, the wine produced in Hungary approximates between 100 and 110 million gallons.

LIVE STOCK IN HUNGARY.

There are no recent data from which to draw estimates as to the number of live stock now extant in Hungary; only approximate figures can be given based on the Hungarian census of 1895. Of horses there are about 2,282,028; of horned cattle about 6,738,257; of sheep about 8,122,681; of pigs 7,330,091. Besides the above enumerated live stock, Hungary possesses quite a number of mules, asses and goats.

The breeding of horses has ever been and still is a favorite occupation of the Magyar. Horses raised in Hungary are in great demand by the various European governments for their cavalries. There are four state studs supported by the government, with an aggregate number of 4,200 horses, the oldest of which is Mezohegyes, the existence of which dates back to the '40s of the last century. Then there are 1,018 state stallion farms with over 3,000 stallions. The passion for breeding horses is not confined to the higher classes, but is general among the lower classes also. The breeding of strong farm horses is, however, neglected; and we can find for this no other reason than that the Hungarian oxen make peerless yoke animals for plowing and other heavy farm work.

HORNED CATTLE IN HUNGARY

Is a long-horned breed, either white or gray in color, very much like the Texas long-horned steers. The milch cows give a very rich milk, though not as plentifully as do the cows of England or of some other western European countries. Of late, however, many animals of various breeds are being imported from Great Britain.

SHEEP BREEDING.

During the middle of the last century, while the writer was still a resident of his native country, sheep raising was very extensive. It is related that on one occasion a certain Hungarian magnate challenged a certain English lord to a wager that on his vast estates in Hungary he had as many shepherds as his English friend had sheep. This story may have been mythical, but it nevertheless shows that there must have been some foundation for the boast. During the last few decades sheep raising in Hungary has considerably declined. In 1869 there were still over fifteen million sheep in Hungary, whereas at the present time there cannot be more than about eight millions.

HOGS ALSO ON THE DECLINE.

At one time, during the recollection of the writer, the breeding of pigs was a very prosperous industry in Hungary. They were exported to all parts of western Europe, but within the last fifteen years the hog cholera has made sad inroads into the industry. The disease, however, is being persistently fought by the state, and it is hoped that before long it will be entirely stamped out, as was the rinderpest. As mentioned before, in one of my former contributions, there is in Hungary an excellent breed of swine called "Mangalitza," which is unequalled for the sweetness of its bacon and hams.

POULTRY IN HUNGARY.

The raising of poultry is quite an important industry in Hungary; the soil, especially in the lowlands (the alföld) is well adapted for it; and the latest data places the value of exports only as follows: Live and dead poultry, \$6,600,000; eggs and goose livers, \$6,000,000; live geese feathers, etc., about \$15,000,000, showing a total sum of about \$28,000,000, besides the home consumption, which must have been equal in amount to the export trade.

THE FORESTS.

The area covered by the forests in the Hungarian Kingdom is 9,000,000 hectares, or 21,772,000 acres. Strict laws regulate the conservation of the government forest lands, which amount to about 36,000,000 acres. There is, moreover, a specific law regulating both state and private forest lands, that prohibits the wanton destruction and cutting down of trees. Among the most valuable of Hungarian trees is the oak, which supplies the celebrated staves that are exported to the wine growing districts of France

and Germany, and which are used for the wine cask in Hungary also.

JOSEPH GREGG.

Joseph Gregg, the senior member of the firm of Joseph Gregg & Son, wholesale grain and hay brokers of Atlanta, Ga., is a veteran in the grain and hay trade and has a great many friends in the trade all over the United States. Prior to locating at Atlanta, Ga., about seven years ago, and forming his present firm in connection with his son, Joseph Gregg, Jr., he was a member of the Chicago Board of Trade for over twenty years, doing an active shipping business, mainly into the Southeastern States. In December, 1903, he discontinued his business at Chicago and moved to Atlanta, in order to



JOSEPH GREGG.

be nearer to and in closer touch with his Southern customers.

The firm of Joseph Gregg & Son acts as commission agents for numerous shipping firms from Ohio on the east to Kansas, Oklahoma and Texas on the west, and sell all over the Southeastern States from Virginia on the north to Florida and Alabama on the south, and they enjoy a reputation for activity and integrity second to none.

The firm are active members of the Grain Dealers' National Association and also of the National Hay Association; and at the latter Association's convention at Cedar Point, Ohio, in August of this year, Joseph Gregg was elected first vice-president of the Association for the coming year.

NEW FIRM AT CAIRO.

The grain firm of Redman-Magee Co., which has operated at Cairo for the past eight years, has been dissolved, Mr. Redman retiring. The business will be continued by Mr. Magee as the Magee Grain Co. Mr. Magee becomes also vice-president and general manager of the Halliday Milling Co., with which Mr. Magee was formerly connected for a number of years, the offices of both corporations being at 511 Ohio Street.

Mr. Redman has not stated just what line of business he will pursue but as he is much interested in the raising of alfalfa it has been assumed he will occupy much of his time in farming.

Douglas Halliday, who has managed the mill hitherto, has decided to take a prolonged trip to the West on account of his health, and will leave for San Diego, Cal., with his family about October 15th, to spend the winter there.

The Balfour-Guthrie Company has bought 200,000 bus. insured wheat in the Peacock Mill and farmers' warehouse at Milton, Ore., recently destroyed by fire. The Company is selling it as hog and chicken feed at \$1.50 a bag.

[For the "American Elevator and Grain Trade."]

THE MILWAUKEE-CHICAGO RELATIONS.

BY GEO. W. SHEPARD.

The action taken by the members of the Milwaukee Chamber of Commerce against the Chicago Board of Trade has of necessity attained such publicity that it is only fair and just to make a full explanation of it, and leave the merits of the question to the judgment of your readers.

Many years ago the Illinois legislature passed a law, from lack of knowledge of correct business principles, pertaining to the trade in grain for future delivery, making it a criminal offense for any member of a grain exchange in that state to trade in "puts" and "calls." To elucidate the principle of this part of the business as briefly as possible:—A "call" on 5,000 or 10,000 bushels or any fixed quantity of grain is precisely of the same nature as an option on real estate, which is enforced by all the courts. A sum of money is paid for the option to buy the quantity of grain named at the price and at the time limit fixed in the contract. A "put" is exactly the reverse of a "call," giving the buyer of this option the privilege of *selling* the amount named in the contract at a fixed price and time limit. The writer can see no reason why this principle, applied to one species of property and approved by the courts, should be denied to any other property.

However, this law was passed in Illinois (and never in any other state), but for many years was ignored by members of the Chicago Board of Trade, although recognized by the Board as a body, to the extent that no trade based on these options could be enforced under the rules. When the Chicago Board began its righteous war of extermination against the "bucket-shops" of the country, an excrescence throwing discredit and disrepute on all legitimate trading in grain for future delivery, it was recognized to be a necessity for the members to obey the law themselves, although an unjust and injurious one.

As a consequence, many of the prominent Chicago houses opened branch offices with private wire connections in Milwaukee, where trading in privileges was not in violation of the law—of Wisconsin or any other state but their own. This resulted not only in a largely increased business in Milwaukee, but also on the Chicago Board, and created an important feeder and a large new business for that market, much of it in the way of "spreads" when the two markets, as was frequently the case, became an 1/8c or more out of line. Milwaukee paid Chicago in round figures one and a half millions of dollars in commissions in two years, not at the expense of the Chicago Board, but an absolute increase to their business. The Chicago firms represented at Milwaukee were perfectly satisfied with these conditions; but other members of the Board, receiving no benefit, became jealous of this increased prosperity of the houses benefiting from the Milwaukee connection, and being numerically in the majority, passed a rule forbidding any member of their Board trading in Milwaukee or any other market where Chicago warehouse receipts were deliverable on contract. As Milwaukee is the only market where this is the case, this rule of course was aimed exclusively at Milwaukee.

Now let it be thoroughly understood that this rule was passed in Milwaukee at the suggestion and request of the Chicago members there to facilitate the interchange of business between these two boards so contiguous to each other. Milwaukee has retained this rule and proposes to test the legality of the principle whether any one buying and paying for property in any public warehouse in Chicago must sell and deliver it only in Chicago, and not in any other market where the rules permit. How would it be if a Chicago bank issued a certificate of deposit, and made it not negotiable except in the city of Chicago? How long would Chicago banks remain in business under any such method?

Mr. A. S. White, president of the Chicago Board, stated a few days ago, in an interview with a *Herald* reporter, that this prohibitory rule was

passed "solely to prevent illegal trading in puts and calls, and for no other reason." How was it, then, that Chicago immediately began this illegal trading under the transparent disguise of a changed synonym, "bids and offers," "ups and downs," etc.? The latter was called indemnities, or insurance—without any license to insure—and trading openly continued it for nearly five years.

Milwaukee has no desire to drive any privilege trading from Chicago, or to interfere with the strictest enforcement of their rules in this respect; but she does claim the right to deliver any property in her own market that she has bought and paid for in Chicago and that Chicago no longer retains any control of it.

In closing this article I will refer to a statement made in the grain gossip of the Chicago *Inter-Ocean* that Milwaukee, when Chicago was trying to get this anti-privilege law repealed at Springfield, raised a large "jack-pot" and sent delegates there, succeeding in defeating it. This statement is unqualifiedly false, and whoever made it knows it to be so. The *Inter-Ocean* refused to give the writer publication of a denial of this and other almost libelous statements in that article. Truly, a fair method of treatment!

TWIN LAKES ELEVATOR.

The picture of the Ordway Elevator, also called by its owner, H. C. Tiedemann, the Twin Lakes Elevator, at Ordway, Colorado, has a somewhat



H. C. TIEDEMANN'S ELEVATOR AT ORDWAY, COLORADO.

ragged appearance; but the fact is the picture was taken while the builders were at work on what is now the completed hay warehouse and office, as well as retail store building, on the left of the elevator proper. Since the picture was made and the warehouse completed, the railway, the Missouri Pacific, has put in sidetracks and coal pockets have been erected, all which improvements have put the premises into first-class condition for conducting the large business now enjoyed, which is increasing rapidly.

Mr. Tiedemann has been at Ordway about sixteen years. The elevator, which now has 115,000 bushels' capacity, was then but a year old. It has been well taken care of and on November last was overhauled and brought up to the times in all respects needed for the service required at Ordway.

As early as September 22, the *Inter-Ocean* reported new corn was being contracted for in central Illinois at 41c., the lowest price in recent years. Reports from a number of points in Iowa and Illinois said that many farmers were preparing to build new cribs.

The success of the Rock Island's "Better Wheat" train in Oklahoma, which visited 86 towns, was so marked that the Rock Island will in February send through the state another instruction train to be called the "Corn and Cotton" train. On October 9 the Santa Fe started a "Live Stock Demonstration" train through the same state.

"ME TOO" IN SUPERIOR.

As was to have been expected, after the questionable action of the Minnesota Board of Grain Appeals relative to velvet chaff wheat, which the Board gravely now grades "No. 2 Northern," the Wisconsin Grain Commission proposes to follow suit; and in defense of its probable "Me Too" to the lead of the Minnesota Board, has applied to Prof. Ladd of the North Dakota Agriculture College for his opinion on velvet chaff, as a preliminary step to justify their action,—as if Prof. Ladd's opinion was not already well known to everybody at all interested in this kind of wheat, having been, in fact, published in a recent Bulletin of his North Dakota Food Department. This document is a summary of the findings of certain "baking tests" carried on by Prof. Ladd and the U. S. Grain Standardization employes located at the College, who have endeavored to "convince themselves that velvet chaff has reformed since 1907." These tests were made in 1909 of wheat of that year's crop, and may be summarized as follows:

In the milling tests there were 22 hard spring wheats and 8 samples of velvet chaff and the average for the milling tests together with the maximum and minimum yields of flour for the several samples are given in the following table:

| | Hard Spring. | Velvet Chaff. |
|---------------|--------------|---------------|
| | Per cent. | Per cent. |
| Average | 67.9 | 66.8 |
| Maximum | 74.8 | 72.6 |
| Minimum | 60.6 | 61.0 |

It will thus be observed that there is but very little difference in favor of the hard spring wheats and had there been milled as many samples of velvet

to mills elsewhere, and have bought future deliveries against these sales in the Minneapolis market. The trade is a little puzzled as to the final outcome. The result is likely to be unfavorable to the price of futures in the Minneapolis market and decidedly favorable to the elevator people, who like to earn storage charges on a big stock of wheat."

"Velvet chaff is confessedly at the present time an inferior milling wheat. It may be better than it was in 1907; but it is still inferior to the average of hard wheat," says the "American Miller." "This is justification for the refusal of millers to accept velvet chaff as a contract grade of wheat, no matter what the inspection officials or anybody else may say or commend.

"Millers cannot for a moment concede that the laboratory shall settle such questions for them. They sell their product not in the laboratory but on the flour market. It is an absurdity to ask a miller to pay a full price for wheat which he knows does not give satisfactory results to himself or to his customers. When his flour gets in the market, a certificate from a laboratory official will not get a full price for his product if it is not up to the market standard.

"The miller has absolutely no reason for decriing a really good wheat. The abolition of the velvet chaff grade is simply an attempt to legislate value into an inferior wheat at the expense of the miller. It is high-handed interference in market matters by an assumption of authority repugnant to American ideas of government. The people who are trying to compel millers to pay an unfair price for inferior product would never dream of attempting to make consumers pay a price for a product they did not want. They would never dream of compelling the baker, the jobber or the grocer to pay the same price for velvet chaff as for hard wheat flour. They would admit that the price to be paid was a matter entirely within the discretion of the buyer.

"The whole thing seems to be an exaggerated case of politics. The miller vote is not as important as the 'farmer vote.'"

GEORGE W. PATTEN DEAD.

George W. Patten of Chicago died at the home of his brother, James A. Patten, in Evanston, Ill., on September 28, of tuberculosis, from which he had suffered for over twenty years.

Mr. Patten was born at Freeland Corners, near Sandwich, Ill., in 1854, coming to Chicago in 1877 and securing employment with the firm of G. P. Comstock & Co. In 1880 he united with his brother James and H. J. Coon under the name of Coon & Patten Bros., a firm which continued for three years, when it was succeeded by Patten Bros. George W. Patten went to Colorado in 1891, and after a stay of eight years returned, and became interested in the firm of Carrington, Hannah & Co., which was changed later to Carrington, Patten & Co., soon afterwards consolidating with Bartlett-Frazier, forming the house of Bartlett, Frazier & Carrington. In 1907, the firm was changed to Bartlett, Patten & Co., from which Mr. Patten retired last July. As an inducement for him to give up active business, his brother retired at the same time.

The deceased was 56 years old at the time of his death and had never married. Throughout his later years he gave much of his superfluous wealth to various public institutions. Among the recipients of his charity were the Evanston Hospital, Northwestern University, the Old People's Home at Chicago, the University of Illinois, the Industrial Home for Girls and the Evanston Library. He leaves an estate valued at \$5,000,000.

Funeral services were conducted at his brother's home in Evanston by Bishop W. E. McDowell and Dr. Morris of the First Presbyterian Church of Evanston. The body was placed temporarily in the family vault at Rosehill Cemetery until its final resting place at Sandwich, Ill., can be prepared.

Kansas City claims second place on the American continent as a primary market for grain and also as a milling center.

chaff wheat as of hard spring wheats it is quite likely that the difference would have been even less. When it comes to the baking tests for the same samples we have as the averages the following:

| | Water | Weight | Vol. of | |
|-------------------------|-------|--------|---------|-------|
| | Pet. | grams. | cc. | Color |
| 22 hard spring samples— | | | | |
| average | 51.4 | 477 | 2468 | 96.5 |
| 8 velvet chaff (bearded | | | | |
| spring) samples — aver- | | | | |
| age | 50.2 | 473 | 2486 | 96.9 |

It will thus be observed that in loaf volume the velvet chaff wheat averaged better than the hard spring wheats, and in color it was slightly superior to the average of the hard spring wheats. Judging from the crop of 1909 velvet chaff wheat proved superior to the hard spring wheats of the state in bread-producing qualities.

The "American Miller," hinting at the impropriety of characterizing 1910 wheat on the basis of tests made of 1909 wheat, adds quite pointedly that, "Even on this showing made by its friends, velvet chaff is inferior as a milling wheat to the average of hard wheats. Why any authority, government or scientific, should assume to say that the difference is negligible we cannot see. That is not a matter for government or science to determine. It is purely a market matter."

The Record-Herald's "Gossiper" said recently that "velvet chaff seems destined to make a lot of trouble for the trade at Minneapolis," because while the millers will not accept it as a first-class milling wheat—as Northern, that is to say—"one of the disagreeable complications arising from this condition is that a great many farmers and country dealers have sold their cash wheat at Minneapolis, or

WASHINGTON STANDARDS.

The Washington Railroad and Grain Commission has decided to establish "permanent grain grades"; and at a meeting held in September ordered that the grades for wheat and other grains should remain unchanged from year to year regardless of the conditions of the crop. For several years the standards were unchanged, but a slight change was made last year.

At the present time the standard weight for No. 1 wheat is 58 pounds; No. 2, 56 pounds; No. 3, 54 pounds.

The hay grades remain unchanged.

A new grade of oats was made, to be known as "choice feed oats," too light for milling. The oats may be either white, gray, black or red, but free from wild oats and other grains, and be sound, sweet and dry.

A change in the specifications of No. 1 feed oats was made to read as follows: "They shall be of good weight and appearance, sound and sweet, either white, gray, black, red or mixed; shall contain not to exceed 10 per cent of wild oats and not more than 15 per cent of wild oats and other grains."

The grade of No. 2 oats was changed to specify "that they shall be too light or shriveled to grade No. 1 or to contain more than 10 per cent of wild oats and more than 15 per cent of wild oats and other grains."

Barley grades, Nos. 1 and 2, were changed to specify the same as the above oat grades as regards wild oats and other grains. No. 2 barley must not be badly stained.

BROOKLYN GETTING GRAIN AGAIN.

Dow's Stores, at foot of Pacific Street, Brooklyn, N. Y., with a capacity of 2,500,000 bushels of grain, during September took on about a million bushels of grain, with the expectation of the managers to have the stores filled by November 1.

"This is a situation that has not occurred in a good many years," says the Union. "Ten or fifteen years ago the elevator, which was built by David Dow in 1879, was filled every season and an annex was opened on an adjoining dock to accommodate the demand for storage room. The business fell off tremendously, however, and the annex was discontinued. Later there was so little grain stored in Brooklyn that the company considered itself fortunate if it had 500,000 bushels in the big building when the season was at an end.

"This was because the railroads began to build their own elevators at other ports. Montreal profited mostly, but much of the trade was diverted to Newport News. At this latter place labor was cheaper and wharfage charges were also less. But nearly all the railroads had elevators at Montreal, and that city reaped the biggest grain storage harvest.

"There is a falling off in both cities this season, however, with the result that there is now [September] a long string of canal boats at Dows' Stores waiting to have the grain elevated from their holds and into the elevator. A boat holds about 8,000 bushels and nine are being unloaded there every day. This has necessitated operating night and day with an increased force of men."

VAN HORN RESIGNS.

David Van Horn, chief grain inspector of Canada, has resigned to assume the management of the King Elevator (with drier) at Port Arthur, which since Mr. King's death has been operated by the C. P. Ry. Mr. King's new position is much more remunerative than the inspectorship; but the grain trade of Canada not interested in the treatment of grain going through the head-of-the-lakes elevators feel that the resignation is a distinct loss to the grain trade of the West.

Farmers in Columbia County, Wash., are paying about \$25,000 a month to hold the grain now stored in the warehouses at Turner, Alta, Menoken, Star-

buck, Whetstone, Longs, Huntsville and Dayton. It is estimated the amount of grain stored is 2,500,000 bushels, of which amount 80 per cent, or 2,000,000 bushels, is still owned by the producers. The average cost a month for storage, insurance and waste is 1¼ cents a bushel. Speculators are paying \$5,000 a month, pending orders from exporters who decline to receive large quantities of interior grain.

[For the "American Elevator and Grain Trade."]

JAMES N. FIKE, MODERN FARMER.

BY CARL G. EDDY.

When James N. Fike, accompanied by his plucky little wife and two infant sons, drove into what is now Thomas County, Kansas, in the early '80s, he little dreamed that he would one day be one of the "Wheat Kings" of the United States. All of their possessions were carried in a small covered wagon, drawn by a team of ponies, and his first farming was on his "homestead," where he resided for his first few years in the county. However, he was observing and a good mixer, and soon became the first elected county clerk of Thomas County. This



JAMES N. FIKE.

was followed by numerous other political positions, including that of Registrar of the U. S. Land Office, member of the Democratic State Central Committee and member for two terms of the Kansas Board of Railroad Commissioners.

During much of this time he was engaged in the cattle business also, which took him out of the field of active farming; but he never lost interest in the farmer and his work; and after several years of success in the real estate business, which he still retains as a side line, he determined to take up farming on an extensive scale. He began by adding more acres to his 1,600-acre farm, and in the fall of 1907 made his first big experiment in "bonanza farming" by sowing 2,000 acres to winter wheat. The following year he put in some 3,000 acres of wheat and in 1909 this was increased to 13,000 acres. When his friends became aware of the intention of Mr. Fike to devote so many acres to wheat exclusively, they tried to persuade him to abandon such a scheme which, as they assured him, could end only in bankruptcy. He was firm, however, and having full confidence in the country where he had lived for a quarter of a century, he made his venture a success that marked the starting point of big farming operations in that section of Kansas, which a few years ago was notorious only for its myriads of grasshoppers and its high, dry winds.

In his endeavor to show the real possibilities of the soil of the extreme west of Kansas, he has carried out his own ideas exclusively in the selection of Hard Red Turkey wheat for which this section of the state has been by him proven to be well adapted. Mr. Fike plows as soon after harvest as he can get

the plows to work, so that often the steam plows and the headers may be seen at work in the same field. Of course, for such extensive operations the horse has had to be abandoned as too slow and too expensive, but the problem is solved by the traction engine, which is used for plowing, harrowing and occasionally for drilling. Not finding in the market exactly what he wanted in the line of steam plows, Mr. Fike began to investigate the traction problem, with the result that the Jones Tractor Co. was, through his influence, established at Colby, where they are making a four-cycle gasoline traction engine capable of doing more work per day than the old time steam rigs, but costing a third as much to operate it. The saving in the hauling of fuel and water makes it profitable to use the Jones Tractor, and the success of the big model has brought out a demand for a smaller engine of the same type for general farm uses. One of this style is now being made and will be on the market in the near future. It will be called "The One Man Farmer." In this company, Mr. Fike and his two sons own a large interest.

At Levant, where much of the wheat from the big farm is being shipped, Mr. Fike has erected a 30,000-bushel elevator, and in addition to this commodious structure he has a horse lift which may be moved from place to place as the occasion demands.

That extensive farming in western Kansas pays has been distinctively proven by Mr. Fike, and his monthly pay roll often goes over the \$40,000 mark. While the past few years have not all been favorable, yet the wheat farm has shown a fair margin of profit each year, and the fall prospects now are very good. Mr. Fike has just finished his fall sowing of 15,000 acres, for which he required some six traction engines for plowing the ground. Now 175 teams are hauling grain, four outfits are threshing; while for his harvest he used 42 headers, 220 teams and about 300 men. Mr. Fike personally oversees every bit of the work; and in the sowing and harvesting season he visits every field every day. He notified a new chauffeur that his day's work began at 5 a. m., and the fellow staid only two days! Around his farm and office things must move fast. The whirl of his motor car down the road and the accompanying cloud of dust is the signal for an extra spurt for all the men and horses in the field, and his speedometer has registered over 14,000 miles since the first of April. Now, the same friends who, a few years ago, cautioned him to stay out of the venture are calling and soliciting information, and in some few cases extending congratulations. Hardly a day passes that some farmer does not call at his office for information or advice about farming, and they come from all over the West, from Minnesota to Texas, for his fame has spread like wildfire, and his success is being emulated everywhere. He seems to have blazed the trail in the West for the capitalistic farmer—no longer a myth, but a twentieth century reality.

ANOTHER GANG RAIDED.

The Government on September 29 raided the offices of the "brokerage" firm of B. H. Scheftels & Co. in seven cities; nevertheless the king bee of the bunch, Geo. Graham Rice, who may be Simon Herzig, or any other of various names, escaped. The specialty of the concern was mining stocks; and operations were carried on in New York, Philadelphia, Detroit, Boston, Milwaukee and Providence. Rice subsequently surrendered and gave bond for his appearance for trial.

The chief point of interest in the raid is the continued activity of the Government to root out the shops, and the fact that Harry S. Robbins of the Chicago Board of Trade legal department will prosecute as an anti-bucket-shop expert.

The Consolidated Elevator Co., at Duluth, has placed an order for a marine leg to be erected at Elevator "E." It will have a capacity of 10,000 bushels an hour and will cost about \$9,000. This will be the first machinery for unloading grain from bottoms ever erected at the Head of the Lakes.

Grain Dealers' National Association

FOURTEENTH ANNUAL CONVENTION

The fourteenth annual convention of the Grain Dealers' National Association, held at the Hotel LaSalle, Chicago, on October 10, 11 and 12, is now a matter of history. It was characterized by no sensational features. The attendance was rather smaller than at Indianapolis in 1909 or at St. Louis in 1908, and was characterized, as usual, by the absence of the country shipper, who still is generous enough to permit others to look after both his interests and their own. The proceedings were interesting if not spirited. The papers were of uncommon excellence and on well-timed topics. The reports were more carefully prepared than ever before, and showed a marked growth of the influence of the Association abroad and in its own estimation of its own importance and dignity. There was a marked absence of debate, only on two occasions did it become earnest, and on both occasions the results were most fortunate and wholesome. As our report, we beg to submit a transcript of the official reporter's notes substantially without emendation, as follows:

THE OFFICIAL RECORD.

The first, or Monday morning session of the convention was called to order by President A. G. Tyng, of Peoria.

The President: We have requested Dr. Frank G. Smith to invoke the Divine blessing upon our proceedings.

Rev. Frank G. Smith, D. D., Chicago: Almighty God, our Heavenly Father, we pray Thee that this moment, that we linger here in an endeavor to come into Thy Christly presence, may be no perfunctory part of the program of this day; but wouldst Thou teach us in the beauty and glory of this morning, by all the manifestation of reality and substantiality about us, that these are only the revelations of a great spiritual Essence that holds creations up; and may our faith go farther this morning and realize that that great spiritual Essence is a supreme spiritual personality. Our Father God, Whose law is truth, Whose motive is love, Whose Essence is goodness, and Whose atmosphere is peace and good will to men, may we know that it is the operation of the quiet, unseen, noiseless forces that He has set in motion that gives us the beauty of the rose, the delicacy and sweetness of the violet and the lustre of the golden grain. So may there rise to sovereignty in every heart this morning that Divinely implanted element of faith in our Father, God, that manifests itself in the daily devotion to personal righteousness, friendship, brotherhood and fellowship. So lead us by Thy wisdom and sustain us by Thy power, and warm and purify us by Thy love. In Thy great name we ask it. Amen.

THE PRESIDENT'S ADDRESS.

The President: Mr. King will take the convention. The Vice-President (Mr. James A. King, of Phila-

delphia): I have the honor of presenting to you our President, who will now deliver his address.

The President:

Gentlemen of the Grain Dealers' National Association: We are here assembled for our fourteenth annual session. What has been done by this Association in its first thirteen years has been stated annually, and was covered most perfectly by President Reynolds at our last meeting in Indianapolis. I shall, therefore, confine what I have to say to the year just completed. I will not attempt to cover the

p. m. in place of 1:15. The matter was taken up by this Association with various exchanges direct, and also through the Council of Grain Exchanges of North America at their September meeting in Chicago, but without result.

Instructions were also given to use all efforts possible to have the monthly Government Crop Report issued after 1:15 in the place of during trading hours. This matter was taken up and with good results, and the change desired has been made and now these Reports are given the public at 1:30 p. m., Chicago time.

TRADE RULES.—Among the many benefits that have accrued to the grain trade of the United States, the general use of Uniform Trade Rules is the greatest. At the request of the Illinois Association, a special committee has been appointed to revise our Trade Rules and make such alterations as the change in business methods of the last four years seem to have made necessary.

These Rules will be submitted for your approval. I would ask you, for the benefit of the general grain trade, that an earnest effort be made to have these Rules adopted by the various Boards of Trade as their own. It is our object that all business be conducted with as little friction as possible, and I have found that many misunderstandings occur from slight differences in the rules of various markets. The question of counting day of sale and other small matters of this kind, are the source of much trouble. There is nothing that will so benefit the grain trade as a whole, so much as the adoption and use of Uniform Trade Rules by everyone. It will reduce the work of the committee on Arbitration, and will prevent much loss and many disagreements.

ARBITRATION.—The work of the committee on arbitration will be shown by their report. They have had an unusual amount of responsibility during the past year and any one who has read their decisions will know how ably they have fulfilled their duties. Their work is the most difficult of any committee in the Association, and they have given decisions that reflect credit on themselves and the Association. In the settlement of matters before them, they have shown an ability that would be a credit to any court. They have served without any remuneration, and the thanks of the Association are due to them.

UNIFORM GRADES.—The Uniform Grade Rules that were adopted at our last meeting have been adopted by the Railroad and Warehouse Commission of Illinois and also that of Missouri with some minor changes. We are working towards perfect uniformity and will reach it in time.

While the wording of the Rules is uniform now in most markets, yet I regret to say that the application of the Rules is not at all times satisfactory. This is something that can never be wholly corrected; but I would suggest that the next committee on uniform grades be requested to investigate the uniform application of the Rules as adopted to the end that not only the wording of the Rules but that the actual grain graded may be uniform. This committee has done good and successful work.

FEDERAL INSPECTION.—The matter of federal inspection was again introduced this year in both the Senate and House of Representatives at Washington. Our committee on legislation did excellent work in combating these bills. At great personal inconvenience, they attended the meetings of the Committees and through their efforts the matter was not reported upon favorably. The thanks of the Association are due to Mr. Reynolds and the others of the committee on legislation. This same committee did some good work against the attempted anti-futures legislation.

The work of the Association during the past year has been satisfactory. There has been no change in its policy, and it is now stronger in membership and financially than at any time in its history. The result has been accomplished by the steady and consistent work of its officers and various committees, who have been faithful in their efforts.



E. M. WAYNE, PRESIDENT.

total work done, as this will be given you by the various committees, who have so well and faithfully performed their duties during their terms of office. While I am familiar with all the work done by these various committees, yet it is due to them that their work be reported to you direct.

In the early part of the year it became evident that our great need was increased membership. The South seemed to afford the best field for such growth; and our efforts were turned in that direction, with the result of a large increase in membership from that section. While the expense of obtaining this increase was so great that we do not, in this year's report, show the full financial gain from such growth, it will appear in the following year's report, and should be of great financial benefit.

The last convention requested that an effort be made to have the various exchanges close at 1:00

The Association has suffered a severe loss during the past year in the death of Arthur R. Sawers. Mr. Sawers had been an active member of the Association and was one of its directors as well as a member of the executive committee. We deeply regret his loss and miss him greatly.

I wish especially to thank our secretary, John F. Courcier, for his work in the past year. I have always found him ready and anxious to do all possible for the good of the Association, and most competent.

It is my hope that the work of the next year will be even more successful than that of the past.

The Vice-President: Gentlemen, this report and address of President Tyng is before us. What action do you wish to take upon it?



A. G. TYNG.

Motion to receive the report and spread same upon the minutes was duly seconded and carried.

The president then resumed the chair.

The President: Before having the Secretary's report, I am requested by the Chicago Board of Trade to announce that during the three days—today, tomorrow and Wednesday—today and tomorrow, Wednesday being a holiday—the badges of the Association will be recognized for admission to the Board of Trade; and it is, therefore, necessary for any who wish to attend without procuring tickets to be sure and have badges.

REPORT OF EXECUTIVE COMMITTEE.

Gentlemen, the next will be the report of the executive committee, by J. W. McCord.

J. W. McCord, of Columbus, O.: Mr. President and members of the Convention: I take pleasure in making report of the executive committee of the Grain Dealers' National Association to the fourteenth annual meeting:

Your executive committee during the past year has been relieved from any considerable work, due to the fact that the general affairs and work of the Association have been so well and thoroughly handled by those two indefatigable workers, your president, Mr. Tyng, and your secretary, Mr. Courcier, both of whom are members ex-officio of our committee.

Your committee and also the Board of Directors as a whole have been fully advised and consulted with from time to time by these most efficient officers on all the important work undertaken, and while no regular formal meetings of the committee have been held, very frequent informal conferences in person and by correspondence have been held.

Speaking for the committee and also for the Board of Directors, we are very much gratified and well pleased with the condition of the affairs of the Association and assure you that very great progress in every important detail and department of the work has been made during the past year.

We close the year far in advance of any previous year as to growth, benefits to our membership, and accomplishments for the good of the trade. We will not attempt to enumerate or give a detailed report of the work accomplished. This will be given to you in the exhaustive detailed report of your secretary, to whom the credit largely belongs.

It is perhaps fitting for us to refer to the loss, by death, of one member of our committee, Arthur R. Sawers, who passed from this life early in the year. We have felt the loss of his wise counsel during the year and the Association has lost a member who was ever heartily, actively and effectively engaged in our work, which was so near to his heart, with a spirit of unselfishness and with great sacrifice of time and money. We have all felt the magnetism of his earnest efforts for the welfare of his fellow men engaged in the trade. The memory of

Arthur Sawers is so firmly entrenched in our hearts that our lives will be long spent ere that memory is effaced. Suitable resolutions in respect to his death should and will be adopted by this convention before its close.

On behalf of the Board of Directors, which we as a committee represent, we want to thank you all for your hearty support and your appreciation of the work accomplished, and to assure you that we do not presume too much when we say that the loyal army of grain dealers composing the Grain Dealers' National Association will continue to rally in aid of the great work we have undertaken. "Not all for self, but for our brother as well," fittingly expresses the sentiment that predominates in our work of the present time. Very respectfully submitted.

J. W. McCORD,
J. A. MORRISON.

The President: Gentlemen, you have heard the report of the chairman of the executive committee. What is your pleasure?

Motion to receive the report and place same on file was duly seconded and carried.

THE SECRETARY'S REPORT.

The President: We will now listen to the report of our Secretary.

Mr. Courcier then read the following:

I take pleasure in making my fifth annual report as Secretary-Treasurer of the Grain Dealers' National Association.

The work of my office during the convention year now closing has differed in no essential particular from that of former years, except as to increased volume. During the past five years, the membership has more than doubled and the per capita service to members has increased at least proportionately. While it should be sufficient to the most



J. F. COURCIER.

exact, to sustain ordinary proportions, and though one should not plead more than need be, lest he be required to prove more than he can, yet I am quite convinced that the measure in which members have availed themselves of the privilege of membership during the twelve months last past, as compared with former years, far outweighs the increase in membership. Reckoned on the unit basis, the results possible of attainment by a salaried officer in charge of details, serving 800 members who merely contribute and stop there, are not to be compared with the possible accomplishments of the same servant who enjoys the splendid privilege of serving 1,600 firms who recognize in their association an important adjunct to their business, equally indispensable as a means of maintaining a high moral standard in the trade and as a safeguard against abuses from uncommon and unlooked for outside sources.

ARBITRATION.

Thirty-seven cases have been filed during the year and the records stand as follows: Settled direct, 2; submitted to the committee on arbitration, 11; in preparation, 19. As compared with the figures given in my last annual report, the number of cases passed along to the committee on arbitration shows an increase of 40 per cent. In the main, the members who have been called upon to arbitrate trade differences have manifested a somewhat broader spirit than formerly, but we have also had a few exceedingly aggravating cases. The defendant usually gives trouble, with three pleasing exceptions to this general rule this year. First, it is an objection to signing the contract for arbitration and depositing the arbitration fee; then follow distressing delays in filing pleadings and evidence in answer to the claims of the plaintiff; then a painful silence following the Secretary's request for a remittance in satisfaction of the award; and, lastly, resignation from an Association that would back up such an unfair award. These delays are possible by Section 7 of Article 6 of the Rules of Arbitration in which your Secretary is given discretion in the matter of

extending the prescribed periods for accepting service, filing answers and rebuttals.

The responsibility this rule carries with it weighs heavily upon us at times. On the one hand, we prod up the delinquent and on the other try to neutralize impatience. In order not to appear arbitrary, it is our rule, when granting extensions to one of the parties to arbitration, to notify the other, in order that he may either demand the application of the forfeit rule or ask the Board of Directors to pass upon the sufficiency of the reasons given in support of further requests for extension. We, of course, do not construe mere criticisms of the delinquents as demands upon us. On the contrary, we assume that in the absence of something definite, the extensions, though exasperating, are concurred in to the end that an award may finally be secured, as preferable to expulsion and invoking the aid of the courts, against which last alternative the institution of arbitration is especially directed.

If, when arriving at the point of going to arbitration, both parties were in good temper, an inflexible rule on the filing of paper could be adopted and extensions would be unnecessary except in rare and exceptional cases, and the Secretary would be relieved of all responsibility; but in almost every case, the reverse is true. To make matters worse, both parties (there are some few happy exceptions) file their statements to the arbitration committee with charges of duplicity, attempts at sharp practice, and general unbusiness-like conduct. The result is that instead of being able to sit down and prepare an answer calmly and dispassionately, a man finds himself wrought up and wholly unfit to do justice even to a simple statement of facts. The papers go back into a pigeon hole with a bang, to remain there until another reminder comes along from the Secretary. All the objectionable features of the rule on extensions can be eliminated by the members themselves, and leave it undisturbed to cover unforeseen, unavoidable, and, therefore, reasonable delays.

The compulsory arbitration rule, adopted at the St. Louis meeting, has been very helpful, not only as a means for bringing objecting members to a fuller realization of their obligation to themselves and to the Association, but also as an inducement to non-members to join the Association.

The average member, attentive to his own affairs, can hardly appreciate the sacrifices made by the members of the committee on arbitration. Unlimited thanks are due Mr. Miles, Mr. Wasmuth, and Mr. Grubbs for the splendid work they have done during the past year. Their opinions, always exhaustive enough to be easily understood, have been rendered with remarkable dispatch; consuming, in every case but one, in less time than was taken up by the principals themselves.

The Arbitration Rules as they now stand do not provide a time limit for the filing of appeals; and I, therefore, respectfully recommend that Article 4 of the Rules of Arbitration be amended by adding another section to be known as Section 7, to read as follows:

"Section 7. Notice of appeal from an award of the National Committee, accompanied by a statement in duplicate of the reasons therefor shall be filed with



J. W. McCORD.

the Secretary within fifteen days from the date of the said award. Within three days from the date of the receipt of a notice of appeal at his office, the National Secretary shall forward to the appellee, under registered post, a copy of the appellant's statement of reasons, and the appellee shall have ten (10) days from the date of receipt of the said statement of reasons in which to file his answer in duplicate. Immediately upon the completion of the transcript, the National Secretary shall submit the complete file of papers to the Board of Directors. The Board of Directors shall be governed by the rules of procedure laid down for the National Arbitration Committee in old section 12, new section of Article 6 of these rules."

Some parts of the rules prescribing the manner in which papers shall be filed are impractical and

should be remodeled and re-arranged. I therefore offer the following substitute for the first eleven sections of Article 6 of the Rules of Arbitration:

"Article Six. Code governing the National Committee and applicants for arbitration. (See Article 7 for guide).

"Section 1. Before a case can be submitted to the National Committee both parties shall file with the National Secretary an agreement in writing to abide by the award of the Committee and release the members of said committee from all responsibility for any errors in judgment that may occur in any respect whatsoever and from any damage or loss resulting from their acts. The agreement shall be accompanied by the arbitration deposit fees of both parties, according to the following classification: Direct and affiliated members of the National

Association \$10.00
Non-members 15.00
Affiliated Associations, Boards of Trade, Exchanges and Chambers of Commerce 20.00

"Section 2. All cases coming under the jurisdiction of the National Committee shall be filed, in writing and in duplicate, with the National Secretary and shall include all the evidence and a set of pleadings.

"Section 3. Upon receipt of the first papers of the plaintiff, the National Secretary shall, within five (5) days thereafter, forward to the defendant a copy of all papers filed by the plaintiff.

"Section 4. The defendant shall have ten (10) days from the date of receipt of the plaintiff's evidence and pleadings in which to file his answer in duplicate. (See Sec. 7 of this Article.) Failure on the part of the defendant to file his answer within ten days, as in this rule above provided, shall accrue as a default to the plaintiff.

"Section 5. Upon the receipt of the answer of the defendant, the National Secretary shall forward a copy of said answer to the plaintiff, who shall have five (5) days after receiving the said copy in which to file a rebuttal. (See Sec. 7 of this Article.)

"Section 6. The time limit as specified in Sections 2, 3 and 6 of this Article, may, for good and sufficient reasons, be extended by the National Secretary.

"Section 7. The awards of the National Committee shall be dated on the day they are received at the office of the National Secretary, and copies of the said awards shall be mailed by the National Secretary to both parties to the arbitration within three (3) days thereafter. The parties to the arbitration shall either file notice of appeal under Article 6, Sections 6 and 7, or comply with the terms of the National Committee's award within ten (10) days from the date of receipt thereof.

"Section 8. Postal registry and express receipts shall be the means of determining the several periods of time specified in the sections of this Article.

"Section 9. The arbitration deposit money shall be either refunded to the depositor or converted to the general treasury of the National, as the Committee in their award may direct."

This concludes my suggestions for the amendment of Article 6, except that the remaining ten sections of the Article, beginning with Section 12, shall follow the substitute sections in their present order of arrangement with their numbers changed accordingly.

UNIFORM GRADES.

I offer the following list of markets and state departments that have adopted, either in full or in part, the grades of grain promulgated by the 13th Annual Meeting:

The Illinois State Railroad and Warehouse Commission, having jurisdiction over Chicago and all points in the State of Illinois, except Peoria.

The Missouri State Railroad and Warehouse Commission.

The Kansas State Grain Grading Commission.
Board of Trade, Peoria, Illinois.
Grain Exchange, Omaha, Nebraska.
Produce Exchange, Toledo, Ohio.
Board of Trade, Indianapolis, Indiana.
Chamber of Commerce, Cincinnati, Ohio.
Corn Exchange, Buffalo, N. Y.
Chamber of Commerce, Baltimore, Md.
Board of Trade, Albany, N. Y.
Chamber of Commerce, Mobile, Ala.
Board of Trade, Jacksonville, Florida.
Chamber of Commerce, Mansfield, Ohio.
Grain Exchange, Savannah, Ga.
Board of Trade, Norfolk, Va.
Grain Association, Atlanta, Ga.
Board of Trade, Galveston, Texas.

The following markets, inspection departments and associations have, at one time or another, endorsed the principle of uniformity in the grading of grain:

Minnesota State Inspection Department.
Board of Trade, New Orleans, La.
Grain Trade, Pensacola, Florida.
Commercial Exchange, Philadelphia, Pa.
Grain Exchange, Pittsburg, Pa.
Board of Trade, Louisville, Ky.
Grain Exchange, Nashville, Tenn.
Chamber of Commerce, Cleveland, Ohio.
Merchants Exchange, Memphis, Tenn.
Ohio Grain Dealers Association.
Indiana Grain Dealers Association.
Illinois Grain Dealers Association.
Kansas Grain Dealers Association.
Millers National Federation.
Council North American Grain Exchanges.
Fraternity of Operative Millers.
Michigan Millers Association.
Indiana Millers Association.
Ohio Miller Association.
Pennsylvania Millers Association.
Dixie Millers Association.

These rather imposing lists seem to indicate a general sentiment in favor of uniformity.

Observance of the rules by those who have adopted them is the next step. During the year the fol-

lowing two different and distinct methods for promoting observance have been suggested:

1. Arbitration committee composed of chief grain inspectors; the remaining chief inspectors co-operating.

2. A salaried supervising inspector under the direction of the chairman of the Uniform Grade Promulgation committee of the Grain Dealers' National Association.

These suggestions have been sent to Mr. Eckhardt, chairman of your committee on Promulgation, and he will no doubt discuss them fully in his report.

LEGISLATION.

At the direction of President Tyng and with the advice of Mr. Reynolds, chairman of the committee on Legislation, we arranged for a hearing on Senator McCumber's Inspection Bill S. 121, before the Senate committee on agriculture and forestry at Washington, on February 15th. Mr. Reynolds, Mr. Grimes, Mr. Merrill, Mr. King and your Secretary spoke for the National Association and were most courteously treated. After the hearing, Senator Dolliver, chairman of the committee, assured me that if the bill should not be reported out of committee, it would be due to the honest, frank, straightforward showing made by your representatives as to the progress the grain trade itself was making in an endeavor to bring about the reforms proposed by Senator McCumber. Coming from Senator Dolliver, who, as a member of the same Senate committee of the last preceding Congress, favorably reported a similar bill by the same author, his statement to me spoke well for the thoroughness with which your committee on Legislation did its work.

At the invitation of Mr. Merrill, representing the Council of North American Grain Exchanges, Mr. Reynolds and I remained in Washington to attend the hearings on the Scott anti-option bill before the House committee on agriculture, later in the week. Mr. Reynolds represented the National Association in the presentation before the committee in support of the Association's well-known policy on the subject.

The House committee on interstate and foreign commerce scheduled House Bill H. R. 12432 for hearing May 20. I went to Washington several days in advance to make a brief of the hearing before the Senate committee for filing with the House committee. Upon arriving in Washington, I found the members of both houses anxious for an early adjournment, suggesting the improbability of legislative action on the measure in which we were directly interested. I then undertook to secure an indefinite postponement. After conferring with Mr. Mann, chairman of the House committee on interstate and foreign commerce, Mr. Gronna, author of H. R. 12432, Mr. Pearre, author of Bill H. R. — and with the approval of Mr. Reynolds, chairman of the committee on Legislation an indefinite postponement was agreed upon; with the tacit understanding that the bills would not again be set down for hearing during the then current session.

With this outline of the routine work of our office, I commend the report of the committee on Legislation, to your attention.

TRADE RULES.

The forthcoming report of the committee on Trade Rules will deal with that subject at length and it would at least be untimely for me to treat it here. Regardless, however, of what the phraseology of the rules is to be for the ensuing convention year, the apparent need for uniformity suggests the advisability of continuing the present agitation until the same rules have been adopted by all grain associations.

CLOSING HOUR.

At the suggestion of Mr. Rumsey of Chicago, a resolution favoring one o'clock p. m. instead of 1:15 o'clock p. m., central time, as the time of closing the regular trading hours of all grain exchanges, was proposed and adopted at the last annual convention. A copy of the resolution was transmitted to all grain exchanges under date of January 3d. The general sentiment as reflected by the correspondence favored the change with the reservation that it should be made unanimous. According to advices from Mr. Stone, Secretary of the Chicago Board of Trade, bearing date of March 3d, the proposition was defeated by a vote of 144 for and 350 against. Since then, there have been no further activities under this head, through our office.

PUBLICATION OF ARBITRATION DECISIONS.

In obedience to the direction of the last convention, all available arbitration decisions rendered by the committees of the National Association were turned over to Mr. Grimes, chairman of a special committee, who will report on Wednesday.

The interests of the Association in the matters of transportation, bill of lading, demurrage, natural shrinkage, telephone and telegraph, and crop reports, have been entirely in the hands of the chairmen of standing committees, and I respectfully commend their several reports to your attention.

CONFIRMATION BLANK.

I wish to bring to your attention the Confirmation Blank adopted at the eleventh annual meeting. There is perhaps no feature of a grain transaction more essential to its intelligent discharge than a written confirmation; and I would therefore suggest that a special committee be appointed by the President to advocate a more general use of confirmations in writing and to secure the universal adoption of the Official Form of Confirmation adopted by the Grain Dealers' National Association.

MEMBERSHIP.

One of the worst hindrances to better progress with the same effort, is the imperfect organization of the grain trade. It surely cannot be condemned as a mere excuse to point to the fact that the grain trade is not alone in this defect. It is heard every-

where—in business clubs, social and civic improvement societies, in churches, in politics, and in governmental institutions. The causes in some instances are not plainly manifest, while in others they cannot be mistaken.

Every grain dealer who is not supporting the Grain Dealers' National Association, not only financially, but morally as well, is either ignorant of its existence, and that would be our fault, or knows full well what his reasons are; therefore, I shall not point out with particularity the causes which render it impossible for us today to report a membership of not less than 5,000 active grain dealers, but let the consciousness of the fault work its own reform, to the end that a year hence your Secretary may be able to report membership increases far outstripping all previous records.

On January 9th I went south in the interest of an increased membership, and visited the following cities: Nashville, Tenn., Birmingham, Ala., Columbus, Ga., Montgomery, Ala., Mobile, Ala., New Orleans, La., Pensacola, Fla., Jacksonville, Fla., Atlanta, Ga., Macon, Ga., Augusta, Ga., Savannah, Ga., Charleston, S. C., Columbus, S. C., Spartansburg, S. C., Wilmington, N. C., Norfolk, Va., Petersburg, Va., Richmond, Va., Lynchburg, Va., and Washington, D. C. and secured 149 new members.

While my previous knowledge of conditions in the south had in a measure prepared me for the trip, the percentage of grain buyers and brokers of the south who have no personal acquaintances among those from whom they buy their grain, was a distinct surprise to me. As a result of all I saw and heard, I do not think much difficulty should be experienced in enrolling at least three hundred dealers more in that territory, who would make splendid members. A special effort should also be made to enroll the buyers and brokers of the Eastern and New England distributing territories. Mr. Rockwell, of Mt. Vernon, N. Y., the Eastern member of our Membership committee, very kindly offered to call on some of the Eastern trade with me, but I was unable to finish the Southern trip in time to carry out my part of the arrangement. Among the Western states, Michigan, Wisconsin, the Dakotas, Minnesota and Missouri have no state associations and should yield numerous direct membership enrollments.

The Western Grain Dealers' Association, Grain Dealers' Association of Kansas, the Oklahoma Grain Dealers' Association, and the Texas Grain Dealers' Association are, we regret to say, not yet affiliated with the National Association. It is universally to be hoped that some way may soon be found to remove the objections to affiliation, to the end that all interest of a National character may be marshalled under one head for the common good.

MEMBERSHIP STATEMENT.

| | |
|--------------------------------------|-------|
| Direct members last report..... | 393 |
| Enrolled | 161 |
| Total | 554 |
| Deceased | 4 |
| Out of business..... | 8 |
| Resigned | 14 |
| Net | 26 |
| Affiliated membership unchanged..... | 1,031 |

Total 1,559
This shows a net gain of 135 direct members, and a gain of \$2,025 in the earning power of the Association. (Applause.)

FINANCIAL STATEMENT.

Receipts.

| | |
|---------------------------------|-------------|
| Balance from last year..... | \$ 1,758.00 |
| Direct membership dues..... | 7,665.00 |
| Sundries | 7.00 |
| Affiliated membership dues..... | 748.00 |
| Arbitration deposits | 350.00 |
| Total | \$10,528.00 |

Disbursements.

| | |
|-------------------------------------|-----------|
| Postage | \$ 435.00 |
| Salary account | 5,027.00 |
| Rent and office expense..... | 445.15 |
| Printing and office supplies..... | 793.02 |
| Secretary's traveling expenses..... | 1,509.45 |
| Expressage and telegrams..... | 225.78 |
| Refund arbitration deposit..... | 60.00 |
| Delegate expense | 129.21 |

Sundries Itemized.

| | |
|---|-----------|
| Expense 13th Annual Convention.. | \$ 273.20 |
| Mr. A. E. Reynolds' expense..... | 35.00 |
| Floral offering for Director Sawers, deceased | 20.00 |
| Geo. R. Hoopes check for membership protested and returned..... | 17.54 |

| | |
|--------------------------|-------------|
| | \$ 345.74 |
| On hand and in bank..... | \$ 1,557.65 |

| | |
|--|-------------|
| Total receipts 1910..... | \$10,528.00 |
| Total receipts 1909..... | 8,965.90 |
| Increase in working capital for the year.... | 1,562.10 |

I wish to express my high appreciation of the many kindnesses shown me by the members during the year now closing.

I have found it necessary to ask the assistance of the individual members of the Board of Directors in the furtherance of general policies and special assignments more frequently than usual, and in every instance their advice and counsel, always promptly given, have enabled me to do my work in a manner that would have been otherwise impossible.

I am especially grateful to President Tyng for the uniformly kind and considerate treatment received at his hands. Always anxious to leave behind him an administration to which he might point with pride, he has jealously guarded the policies of the Association and directed its affairs with that qual-

ity of firmness which characterizes honesty of purpose and fidelity to trust.

On finishing the reading of the report, the speaker was greeted with much applause.

The President: You have heard the very able report of our Secretary. I feel very anxious that the membership should be thoroughly in touch with everything being done or that has been done, and I will be very glad that if any one in the room has any question to ask regarding the report, he will ask it now, so that the Secretary may give any information he may desire.

I notice the Secretary in his report suggests an amendment to the Arbitration Rules. That is a matter that should be taken up without delay, and I would suggest that the matter of that amendment be referred to the Committee on Arbitration to report later in the session. This committee would be better qualified to judge of the character of the amendment than any of us.

A motion was duly made that the suggestion of the President be followed out and that the matter be referred to the committee that has jurisdiction over those matters. The motion covered all of the suggestions of the Secretary in regard to the amendments to Arbitration Rules. The motion was seconded and carried.

A member: Are there any other recommendations in the Secretary's report?

The President: Yes.

The Vice-President: Would it be well to have the report received? It seems to me it should be printed in some way.

The Secretary: I have copies of it.

The Vice-President: Those recommendations should be referred, it seems to me, to the Committee on Resolutions.

The Secretary: I will prepare a statement of those things which have been recommended and turn them over to the Committee on Resolutions; that is, those outside of the arbitration business.

The Vice-President: I move that the report be received and the recommendations contained therein, with exception of the arbitration recommendations, be referred to the Committee on Resolutions.

The motion was duly seconded and carried.

The Secretary then made announcements on behalf of the local committee on reception and entertainment in respect to the entertainment of the ladies and banquet to be tendered on the evening of Wednesday, October 12.

The President: We are almost through our morning session, and you have noticed it is a short one. The idea of our taking three days is to give ample time for the delegates to visit each other and to meet with the people of Chicago. I wish to call your attention to the fact that our meeting this afternoon is at 2:30, and to ask that you be here at that time so we can proceed with our work. The session will be a short one again, so that we can have the balance of the afternoon free. Tomorrow will be a busy day. Our object in arranging the sessions in this way is to give you more time, and more time will be available if you will come to the sessions early and finish your work here.

SPECIAL COMMITTEES.

I will now name the various members of the committees:

Committee on Nominations: A. E. Reynolds, Indiana, chairman; E. M. Wayne, Illinois; A. B. Beverstock, Ohio; Edward Beatty, New York; Dan Joseph, Georgia; B. A. Lockwood, Iowa; J. M. Dennis, Maryland.

Auditing Committee: J. W. McCord, Ohio, chairman; J. A. A. Geidel, Pennsylvania; H. L. Halliday, Illinois.

Committee on Resolutions: H. S. Grimes, Ohio, chairman; S. W. Strong, Illinois; M. T. Dillen, Indiana.

Mr. Grimes: I would like to suggest to the gentlemen of the convention who may have resolutions to get them to me—to my box, No. 300—as early as possible, so they can be taken up by the committee in proper time. Heretofore there has been delay until the last minute, and resolutions that should come before the meeting have been hurried-

ly gotten up and were not prepared as they should have been.

Another thing that I want to call particular attention to is that this organization is a very prominent organization in this country,—I may say especially has it been very prominently represented at Washington I was there myself, you know!) and we have a standing that is unequaled, I think, by any organization in this country; and so the resolutions coming from this organization are looked upon with a good deal of attention. Therefore I want to caution you to be careful with the resolutions and not to attempt to put through any radical matter that might be condemned in the future. That is all I have to say, and I will be very glad, indeed, to have any resolutions brought up in the proper time.

The President: Our program is completed for the morning, unless someone here has some other suggestion to make.

Upon motion duly carried, recess was taken to 2:30 P. M.

MONDAY AFTERNOON SESSION.

Meeting called to order by the President at 3 p. m.

The President: Gentlemen, the convention is in order. The first on the afternoon program is the



GEO. F. POWELL.

report of the committee on membership, Geo. F. Powell, of St. Louis, Chairman.

REPORT ON MEMBERSHIP.

Mr. Powell: Mr. President and Gentlemen: Mr. Courier's report was pretty thorough and there isn't much left for the chairman of your membership committee to report. As he said, our membership now, including the affiliated associations, amounts to a little over 1,500, and our direct membership is now 500. This is an increase of 161 members in the last year; and while this is very gratifying, it is not enough. We ought to have more members than that. In trying to get members to come into this Association, the first question that is asked is, What good is it going to be to the individual grain dealer?

I think we can say in answer to that that the organization is recognized as the order of the day. The very fact that the grain trade is organized in the various local grain dealers' associations and boards of trade, emphasizes the necessity for an organization of broader scope which will harmonize all these various interests and bring about general uniformity in procedure. One of the most valuable matters of our Association is the provision in its rules for arbitration—settling difficulties of all kinds in that way. Of course, we all feel that we live under the jurisdiction of the laws of the country, and if we have any grievance against a man we can sue him for damages; but that is not only expen-

sive but unsatisfactory and brings in people who are strangers to the grain business and leads to ill feeling and in all respects is not desirable. I think that feature alone should be sufficient inducement to bring in a good many new members, inasmuch as arbitration is compulsory in this organization.

Of course, being a fellow member, that is to me a very practical reason, but I should hate to think that that was the only reason, for joining the Association. Supposing the telephone on your desk had no connection with the outside world. That is where a man finds himself who doesn't belong to any grain association. If he is a member of a local organization, he has a local 'phone, so to speak, and if he is a member of a National association, he has a National 'phone. If all the members of the grain trade were members of this Association, our figurative telephone would enable us to call any member up, and call him down.

The more members we have, of course the more powerful we will be in matters of National importance and in bringing about uniform methods of procedure. That good old slogan of "uniform grades" will never amount to anything unless all the grain dealers in the United States get together and insist that it shall work. They can only do this by organization. We all have to get in and pull together in order to do it. Talking will do us but little good along those lines.

I have heard some dealers say it is a waste of time to belong to this organization. I think that no man today of progressive ideas will subscribe to that doctrine. We ought to discourage the grain dealer who, holding a nickel up to his eye, permits that to eclipse everything else. It seems to me that a man who comes to a meeting like this and doesn't go home with a good deal of enthusiasm hasn't room in his soul for happiness, and in the vernacular of the grain trade, he is "short" on the milk of human kindness. I think if we will all go home with the idea that each of us will get one new member into this Association during the coming year, we pretty soon would be able to make it as it should be. I hope we will all pull for that, and hope that our shadow may never grow less. (Applause.)

The President: The next number on our program is, "Grain in the South," by Hon. E. J. Watson, Commissioner of Agriculture, Columbia, S. C. It is with deep regret that I announce to you that we received a telegram about noon from Mr. Watson stating he would be unable to attend. This was very unexpected, and I know of no reason, because up to this morning we had promise of his attendance.

In the absence of Mr. Watson, we will, for a moment, change our regular program and leave the meeting open for any suggestions or motions, in a general way. Has anybody in the hall any motion of any kind, or any suggestion they would like to offer?

MATTER OF RESOLUTIONS.

Mr. Wayne: It has in former years been the custom of the National Association, and also of other large associations, I think, that I have been familiar with, to appoint a committee on resolutions; and as a rule that committee reports about the last thing in the session. As a rule, too, there are very few members that attend the last few hours of the meeting; and, possibly due to that fact, resolutions are adopted that as a whole are not satisfactory to the grain trade. And I offer a motion here, at this time, that all resolutions be presented to the convention and then referred to the committee on resolutions,—if I can have a second to that motion. The object is to have free discussion of the resolutions and possibly the resolutions committee would get ideas they would not get otherwise.

The motion was duly seconded.

The President: Is there anything to be said on the subject?

Mr. Grimes: I am heartily in accord with the motion made by Mr. Wayne; in fact, I think, Mr. President, that if we change the hour for the resolutions committee to report, providing instead of reporting during the last afternoon of the convention the committee report in the morning, it would be much

better. I remarked this morning before this convention that a great many resolutions creep in that perhaps should not be adopted, and the trouble is, we have so few here at the proper time that almost any kind of a resolution offered by the committee goes through. I have known, and I presume you all have known, of cases where resolutions would have been much better left out than adopted. And I believe if they were referred to the convention and discussed by the members, the latter would be informed of the resolutions to be brought up, and those who have any objections to them would be present to state their objections, or, if the resolutions benefited them, they would be here to help pass them. I am very much in favor of the motion; and I only wish that Mr. Wayne would add to that motion that the committee on resolutions shall report in the morning—Wednesday morning—instead of Wednesday afternoon. I think it will be better for all concerned. I would like to add that if Mr. Wayne has no objection.

Mr. Wayne: Perfectly willing.

Mr. Grimes: This organization has high standing all over the United States and is recognized by all the principal grain dealers in the United States; and while the attendance here today, this afternoon more especially, would not indicate the membership this organization has, I can safely say I think there are 200 members that are here in the city of Chicago that are not in this room. That is very discouraging to a presiding officer; but it is a well-known fact that these meetings are of much interest to you in the way of visiting one another. The actual work of the Grain Dealers' National Association is the work done by the Secretary and officers of the Association. They are working all the time. You really have no idea, unless you are in close touch with the work of the convention or officers of the amount of work that is being done for your interests. The work of the convention, of course, is here before you, and you can see and hear it; but the work that is being done daily and hourly, day and night, by the officers in your interests, is something you do not realize unless you come in close contact with it. Now, you come here and meet people, to see whom, if you would travel over the country to meet, would take not only valuable time but considerable money; and I don't blame the members altogether for not coming into the convention hall, because they get to talking about business matters outside, and that is really what they come here for. At the same time, I would like to see, and I know the officers would like to see, you spend some time here in the hall. The meetings are not lengthy by any means. They are arranged so you can visit. If you would just realize that you have ample time to visit after the sessions are adjourned, I believe we would have more members here.

I am drifting a little, Mr. President, from the subject, but at the same time I don't think my remarks are exactly out of order because I am speaking to the resolutions. And now, Mr. President, with that addition,—that the resolutions committee report at 10:30 Wednesday morning,—I would like to see Mr. Wayne's motion carried.

The President: Is there anything further to be said on the motion of Mr. Wayne?

Mr. Grimes: Mr. Wayne's motion is that all resolutions intended to be brought before the resolutions committee be presented to the convention, so that the convention may understand what resolutions are to be brought before it when the committee reports, and that the resolutions committee report at 10:30 on Wednesday instead of the time named on the program. That is the motion—am I right?

The President: You are right.

The motion was duly put and carried.

The President: Are there any resolutions that any one has in the house now he would like to have read? If there are, we have time to read them.

Mr. Wayne: I have a resolution here that I would like to present. Shall I read it?

The President: Read it.

Mr. Wayne (reading): "Whereas—"

Mr. Chas. C. Ramey, of New York: Pardon me,

but I should like to suggest that the resolution be carried to the Secretary and read by him. I think the members of the Association would hear better if they were read by the Secretary.

The Secretary (reading): "Whereas, The custom of bidding for corn, sellers three or better, has become obsolete in effect, inasmuch as sellers do not intend in any case to give a better grade than three, nor do buyers ever intend to pay a premium for better than three; therefore, be it

"Resolved, That the Grain Dealers' National Association in convention assembled recommend that all bids for grain, of whatever character, be made for the specific grade."

The President: Is there anything to be said on that before we send it to the committee on resolutions?

Mr. Grimes: According to Mr. Wayne's motion, the resolution is to go to the committee without discussion.

The President: I did not so understand it.

Mr. Wayne: No, my object was to give some one a chance to discuss it.

A Member: My understanding was that anybody that wanted to say anything on the resolution could go before the committee on resolutions and say what he wanted to say to them, instead of taking up the time of the convention listening to him.

Mr. Wayne: My intention was to give the resolutions committee a chance to work this out after they heard from the convention. The convention assembled here would have an opportunity to discuss the resolution as presented, and then the committee on resolutions can act as they see fit in their committee. That is the reason that I made the motion: so that free discussion could be had of any resolution that might be presented. It isn't necessary to present all resolutions to the convention. If a person has a resolution he doesn't care to present, he can, of course, hand it to the committee and the committee can bring it in at 10:30 Wednesday, and then you can discuss it if you wish; but my idea was not to have it all congested in the morning of Wednesday, or whenever the committee reports. We can thrash some of it out in the meantime, and the committee then possibly will have a better idea as to what the convention wants.

The President: Gentlemen, the motion does not cover very definitely one way or the other. I think, in order to have the sense of the meeting, I had better ask a vote as to the will of the meeting in regard to this motion. There are three methods of handling it; one is the resolutions should be read and referred to the committee; the second is, they should be read and discussed before the committee; and, the third, they should be discussed before the assembly. Which do you wish?

Mr. Grimes: It is understood—I don't know whether we are going to change the general trend of conventions—it is usual, when the resolutions committee is offered a resolution, it doesn't make any difference what kind of a resolution, that they bring that resolution before the convention when they make their report, and then discussions upon resolutions are in order. In my experience—when ever I have a resolution, I read that resolution, and if there is no objection to it, or discussion on it, it usually passes. If we discuss this resolution here this afternoon and then refer it to the resolutions committee, I don't see why we can't pass it or reject it now and be done with it. The resolutions committee can then embody it in their resolutions; but there is no necessity of taking it up now and taking up the time of the resolutions committee. If you want to bring in the resolution and bring it in for discussion, it may as well be acted on. I perfectly agree to that—act on it if you want to, or refer it to the resolutions committee. It is proper and right to refer all resolutions to the resolutions committee, unless it is referred to a special committee. Or, if somebody prefers to refer it to a special committee, it can then be brought up.

Mr. King: It seems to me the only objection to that is that it is likely to be criticised as taking snap judgment. Some resolutions are liable to be offered at a very small attendance at the convention, which would there go through at that time

which wouldn't go through if reported in the committee on resolutions report. I think Mr. Wayne's idea is a very good one to draw out some discussion in these meetings on matters which come before us during the conduct of the meeting, and while that discussion needn't be long, it could be sufficiently long to give the resolutions committee an idea of what the sentiment might be. If it be in order, I would move you that that proceeding be carried out—that resolutions offered to the convention be open for discussion before being referred to the resolutions committee.

Mr. Charles England, of Baltimore: It seems to me that the suggestion made by Mr. Grimes at the end of his remarks is a very wise one. You have resolutions before this body and they are discussed and no action taken upon them. Those who have heard the discussion, and often those who have taken part in the discussion, may not be present when the resolutions committee reports. Again, you have standing committees which will make reports and will probably present very carefully prepared resolutions. The convention is better qualified to act on those resolutions after having heard the report of the committee. It seems to me, when the convention has had discussion on a resolution and is in the humor to take action one way or the other, that that is the time to pass or not pass a resolution.

Mr. Grimes: In order to bring the matter up properly, I move the resolution just read be now passed.

Mr. I. P. Rumsey, Chicago: If I was one of that committee, I should very much prefer to hear from the members of this Association. Then I would be better prepared to vote to the interest of the Association. As I understand, the orator of the afternoon is not here, and we have possibly half an hour or an hour to be taken up in some other way, and I can't see any way that the time can be so admirably used as to discuss this matter and find out what the wishes of the convention—of the members—may be and how they feel in relation to resolutions that are offered. Certainly, it seems to me, that if I was one of the committee I should very much prefer that, and then I would know better the wishes of the convention—the members, instead of just a small committee that are to report eventually. I am in favor of the motion.

The President: Let us have a free discussion, gentlemen. We want to hear from every one. Some of you must have views on this subject.

(Calls for question.)

Mr. King: My motion was based on Mr. Wayne's. I have no particular idea of my own to put forth. His motion was that the resolutions offered be open for discussion and then referred to the resolutions committee—that discussion be had in the meeting so that the resolutions committee could be guided by the recommendations brought out in the meeting.

A rising vote was taken, resulting in 11 votes in the affirmative and 17 in the negative.

The President: Under the decision of the house the resolution now goes to the committee on resolutions without discussion.

Mr. Green: I move a slightly different interpretation of that motion, which I think will meet with the approval of both sides. That is, that this construction be given this motion: That any resolution presented may be open for discussion for a limited time, say ten or fifteen minutes, and that the action of the house upon that resolution extend only to its recommendation to the committee on resolutions. That will leave the committee on resolutions free to take its own action.

This motion was duly seconded and carried.

The President: Is there anything further to be brought up?

Mr. Wayne: Mr. President, does that open the gates now so that a man can talk on a resolution? Is that the intention of that motion?

The President: Yes.

Mr. Green: My intention was to give fifteen minutes to the convention on any resolution.

Mr. Wayne: It won't take me fifteen minutes. Gentlemen of the convention, the resolution as read possibly is intended for the benefit of the shippers

in the country. That is what, possibly, the terminal market would consider. You all know that it is customary to buy corn or bid on corn "three or better," and, as the resolution states, the man selling the corn doesn't expect to give anything better than three corn. The buyers of wheat in Chicago insist on a specific grade. They buy No. 2 hard, or No. 2 red wheat, and the seller is expected to deliver that sort of wheat or deduct. Now, I contend, from a country shipper's standpoint, that corn should be bought in the same manner. That the terminal market should bid on No. 3 yellow or No. 3 white corn, or No. 2, whatever they see fit, but bid on a specific grade. If I see fit to accept a man's card bid for 5,000 bushels No. 3 yellow corn and ship him 5,000 bushels No. 2 corn, I am entitled to the No. 2 price for that corn, and I think it is nothing more than fair and just to the country shippers that they receive pay for a specific grade when a specific grade is bought. It is somewhat of a hardship on the part of the fellow in the country to ship to the terminal market No. 2 corn and get nothing but the No. 3 price. I would like to have a full discussion on this and hear from my country shippers.

Mr. Rumsey: How about oats

Mr. Wayne: And the same way with oats. Capt. Rumsey suggested oats. I had corn in my head. Oats should be brought in the same way. Cut out the word "better" in all the card bids.

The President: There are fully ten minutes more. I would like to hear from others.

Mr. Rockwell: Mr. Wayne in his remarks said that if he sold 3 corn and delivered 2, he expected to get the 2 price. I don't think he could work that. If he makes a contract for 3 corn, I believe he will have to bill 3 corn, even if he furnished 2. You would expect to get the difference (turning to Mr. Wayne)?

Mr. Wayne: Yes, I would expect to get the market difference. If I sent him No. 4 I would get the market difference.

Mr. Rockwell: If a man buys 3 corn he expects to get 3 corn.

Mr. Wayne: If you buy 3 corn now you expect to get 2, don't you?

Mr. Rockwell: That is optional with you. I don't have to take it except at the 3 price.

Mr. Wayne: How about 4 corn?

Mr. Rockwell: I wouldn't have to take it.

Mr. Wayne: I know from the standpoint of the terminal market it is objectionable. I know the terminal market would not be in favor of it; but I think it is nothing more than fair and just. If you ship No. 2 you ought to get paid for No. 2. If you ship to a foreign market or any other market, you expect to get a certain grade. You don't say "or better."

Mr. Hollingsworth: I think that would work a hardship on the buyer. For instance, if a customer of mine would buy of me 3 white oats and the shippers should send him No. 2, he would then hardly expect to pay for No. 2 because he was carded for No. 3; and, on the other hand, he would not be satisfied with the lower grade. I realize that a Southern buyer would not be satisfied to buy 3 oats and have to pay a premium for 2. Very few Southern shippers are satisfied to buy 3 corn, particularly at this season of the year, and if they do they should be obliged to pay for 3 corn, but they should not have to pay more if the shipper ships a better grade.

Mr. Wayne: I don't want to monopolize the floor here, but I would like to ask the gentleman, in the case he mentions, supposing they ship 4 oats, what would you do?

Mr. Hollingsworth: I would not be compelled to take them. We turn them down, or use them at the difference. We are not compelled to use them.

Mr. Wayne: You might have it so you wouldn't be compelled to take the 2 oats. You can arrange that.

Mr. Hollingsworth: The point I make is this: the shipper has the stuff and knows what he is going to sell, and he has no business to sell me 3 oats if he expects to ship 2. If he hasn't the No. 3 oats

to sell me, he has no business to sell me oats at all if I want to buy 3 oats.

Mr. Wayne: It is hard for a country elevator to tell whether it will be 3 or 2 oats at the terminal market.

Mr. Hollingsworth: He, however, sees the goods before they are started. On that basis, if I should buy 3 oats from a shipper at Chicago, he could ship me clipped oats and make me pay the difference, and I don't want them. Supposing I had a contract for 10,000 bushels No. 3 and he shipped No. 2; then when they arrived I would have to pay the shipper for No. 2, and my customer wouldn't take them from me. I couldn't compel him to pay the difference.

Mr. H. W. Kress: I think the gentleman who was just talking—his argument stands in pretty good stead. In buying grain for our house, while our shippers object to "3 or better," that is a custom that is established; and while it works a hardship on the country shipper, and I would like to see it eliminated, it is hard to eliminate a thing of that sort, owing to the fact that the purchaser may buy



J. COLLIN VINCENT.

No. 3, and if it is No. 2, you couldn't expect him to pay a premium. That matter is entirely in the hands of the men that send out the bids. If they want to bid for grade 2 oats, let them bid for 2 or 3 or 4. If the shipper wants to sell them, all right. If he wants to sell 3 or better, thinking possibly his oats won't grade 2, and they go in there and grade 2, that is his loss. It is a matter of judgment on his part. That is the unfortunate side for the country shipper. But that matter is entirely in the hands of the man that does the bidding. I think Mr. Wayne's idea is to get the "or better" eliminated—"3 or better." I would like to see it eliminated myself, but that is entirely in the hands of the buyers, and I don't think any ruling you would put in effect would correct that. It would be entirely in their hands. The only way you can get the advantage of that would be to make the buyers bid on 2, 3 or 4, whatever they are buying. When a shipper ships in a 3 and it grades 4, he is immediately discounted. If he doesn't want to take the discount, the buyer tells him to ship another car in its place, and the shipper might only have one car, and, of course, then he would be compelled to accept the discount in order to save himself from shipping another car. So, I think, that is entirely in the buyers' hands, and I think it is hard for this Association to take any action on a matter of this kind.

Mr. Rockwell: It seems to me that the resolution as offered would work a great hardship on the Eastern buyers. I like to get what I buy. I don't want to buy one thing and then have something

else forced upon me. If I am about to purchase 10,000 bu. corn, I generally get more than one quotation. I might wire for Mr. Wayne's price, but I would also wire to half a dozen others. If he was the low man and he should get the order, would I be obliged to let him give me a grade higher and have to pay for it? I would lose all the benefit of telegraphing for bids. We must try to get what we buy. We cannot afford to have another grade shipped us and pay a higher price for it. That wouldn't be fair. Let the country seller state what he has, and not bid a low price with the expectation of getting something better. If he is selling it for No. 3 he must furnish No. 3, or if he furnishes No. 2 he must take the No. 3 price. I feel this would work a great deal of hardship on the Eastern buyers, that we should take No. 2 when we bid on No. 3, and allow the difference in price. This is a hardship; we have no option on that. The oats are delivered and are there, and rather than turn them down we accept; but if we had the opportunity to decide before shipment is made,—if this prospective shipper would wire, "I haven't 3, will you take 2," we would have an option in the matter; but simply to send them on and make us pay more money would be an injustice.

Mr. Courcier: A custom prevails now, in which the shipper requires the elevator to wire on all grades before selling. Why couldn't Mr. Wayne's suggestion be carried out by requiring the elevator to wire to buyers before the shipments were applied on the contract; in case the time of shipment was still open and they would be able to fill the contract, up grades could be sold in advance in markets, and then the shipper go ahead and fill the contract for 3 grade within shipping time.

The President: I imagine Mr. Wayne's idea was that this should prevail in terminal markets where any premium in grade is available; not for interior shipments where there is no market terminal for obtaining a premium.

Mr. Wayne: That is the idea.

Mr. Grimes: What is the objection to the country shipper selling 2 oats all the time? Then if they go in the 3 grade, he will get the difference in that respect, and if they go in 2, he will get the benefit of it—I don't see any difference in it. Shippers may as well sell No. 2 every time. That will eliminate the whole business. That is the way I do. I sell No. 2 all the time. (Laughter.)

Mr. Wayne: I would like to ask the gentleman from New York (Mr. Rockwell)—in case you should buy 10,000 bushels of corn from me, No. 3 or better, and it grades No. 2, is there any advantage to yourself?

Mr. Rockwell: No advantage whatever.

Mr. Wayne: Isn't there a profit to you?

Mr. Rockwell: Not always, particularly if I have sold before I get it.

Mr. Wayne: You don't sell 3 or better?

Mr. Rockwell: No.

Mr. Wayne: You get the benefit of it.

Mr. Rockwell: I sell this specific grade No. 3. If I gave my customers No. 2 and should say that I didn't have 3 and had to give them No. 2, that would be out of my pocket.

The President: The 15 minutes allowed have elapsed.

FOREIGN GRAIN COMPETITION.

The President: We will now hear from J. Collin Vincent, exporter, Baltimore, Md., on "Foreign Grain Competition."

Mr. Vincent responding read the following paper:

Mr. President and Gentlemen of the Grain Dealers' National Association: I have to thank you, Mr. President, for the opportunity of saying a few words before this assembly, and I ask forbearance from you, gentlemen, if I say anything with which you do not agree; it will be your fault and not mine. Be assured that it is "pro bono publico," as I see it. The fact that so many are present from different sections of the country, shows that we are of the same mind, and can give time for the same object.

The question of the world's surplus of any individual cereal, and where that surplus exists, and when and at what time it will be marketed, is always of great interest, not only to the grain dealer but to the farmers of this country.

It has been suggested that a collection of grain samples from different sections of the globe, which I have lately secured, if shown to you, might lead to a better appreciation of the competition with

which the American exporter meets; therefore the collection will be open to the members of this convention, and you in turn can explain to your neighbors what you have seen. In explanation, as the reason for collecting same, I would state that it was with no intention of it being put before such a representative body, otherwise it would be more complete. The thanks, if any, are due to Mr. Walter Kirwan, who asked me for some samples, on a return from Washington, where I had shown samples to the House committee of grain shipped from the Dakotas by constituents of Messrs. McCumber and Gronna, sold and intended for No. 1 wheat, which on arrival at seaboard only graded No. 2 and No. 3 until same had been blown and screened. The offal taken out was also exhibited. As the samples requested were intended for a school exhibit as an education, a subject in which I am also interested, I wrote a few friends and you will see the result. The samples attracted so much attention I had them put up in present form and they have been exhibited in some of the county and state fairs in Maryland, and have been a useful object lesson to many farmers.

I, myself, heard one man say to his companion, "That is an eye opener to me; I always thought that the United States raised the best of everything." At another fair I heard a lady exclaim, "There is smutty wheat," and when I enquired what she knew about "smut," she replied: "I ought to know something; we lost our crop this year through smut," and I was able to suggest that her husband communicate with Mr. Carleton of the U. S. Agriculture Department, who only a few weeks before had told me that if the farmers would do what the Agriculture Department suggested they would have no smut in Maryland two years hence.

I want to call attention publicly to six samples of the exhibit which you will have the opportunity of examining, viz., from New South Wales, Australia. You will see what the Agriculture Department of that colony does. You will agree, I think, that these essentials are of benefit to the producer as well as the consumer:

1. The nature of the soil on which the grain is grown.
2. The number of pounds of seed required per acre.
3. The yield per acre on the named soil.
4. The milling notes regarding the color of the flour, the quantity of flour, pollards, and bran procured from said wheat.
5. The percentage of gluten.
6. The number of quarts of water that can be used to 200 pounds of flour.

This is the sort of competition America has to meet.

Two samples of the same variety show different results on different soils. If our Department in Washington would do more of this sort of work, it would, in my opinion, aid our country more than by agitating for federal inspection and sustaining the supporters thereof.

I do not propose to act the "schoolmaster" to you, gentlemen, as many doubtless are already conversant with the subject; but with your kind attention I would like to put before you some deductions on foreign grain competition that occurred to me when looking over the samples sent by my European friends. It may be, when you see them, other points may occur to you.

First, you will find wheats of similar variety, grown on different soils, under different climatic conditions, with different results. There may be some essentials of uniformity, yet not all are alike, and therefore not uniform. This is shown clearly by these samples from different parts of the world, and the commercial value is established by the intrinsic worth to the consumer. The same is applicable equally to the varieties of wheat grown in these United States.

These samples are also an object lesson to show the need of more intense farming methods and sustain the arguments made by Mr. James J. Hill and the ideas championed by Mr. E. Pfarrus last year at the meeting of the Council of Grain Exchanges, bearing on fertilization of the soil, and also confirm the arguments of Mr. M. W. Cochrane at the last meeting of that body of the necessity of helping the farmer to secure good seed. When we see England raising about 32 bushels average per acre, and that New South Wales in different localities can raise 16, 24 and 26 bushels per acre, it is self-evident that America must be up and doing.

We have heard in the past a good deal regarding the "poor farmer," but I cannot but feel that there is no class in the United States (outside of those benefited by high tariffs) that get so much assistance without paying for it directly. What I mean is, they have the benefit of the departments of agriculture, both national and state, the experimental stations, and colleges, all distributing, free and without stint, the results of investigations for their benefit on soils, seeds, plants and trees.

The farmers' institutes also bring about reciprocity between the farmers; and I know of no class of citizens who are more willing to help their neighbors by telling them of a good thing when they find it; and all without price and without money.

The commercial organizations also do their share to the same end. Do they not collect, pay for and disseminate information gathered from all parts of the world to the dealers and farmers throughout the great West, not only regarding values, but crop conditions and competition from the world's markets, all of which accrues to the benefit of the farmers? Yet how many times has it been considered that the commercial exchanges are antagonistic to the farmer's interest. It is a mistake. We have been doing the work for many years to sustain the reputation of the United States against the world's competition; and now it is up to the farmer to do his part. Our interests are mutual; we are all neighbors, and one cannot exist without the help of the other.

The slogan in Maryland, where our governor lately appointed an agricultural commission, is: "Back to the Farm!" In the district where I live there are several agricultural clubs, and the farmers and those interested in agriculture hold meetings at the farms and homes of different members. They compare notes from actual experience, and take up various topics for discussion. Lately one of the papers was, "How can we profitably increase our wheat yield?" The consensus of opinion was, of course, good ground, good cultivation and good seed. One man claimed he had used South Carolina rock and potash for years, and last year raised 27 bushels to the acre, and this year 30 bushels. Another party said he used 300 pounds of New Bone with 200 pounds of dissolved rock per acre with good results. I know another farmer harvested 39 bushels per acre, although I don't know what fertilizer, if any, he used.

I simply mention these facts to show that the "schoolmaster is abroad," but it is necessary for all farmers to investigate the difference, if any, in their soil as compared with that of other sections where good results have been gotten, as one variety of seed may not suit their locality on that account.

I heard lately of one section that for several years tried a given variety of seed wheat but could not get anything like the results shown by their neighbors in an adjoining county. They tried another variety, and secured five or six bushels more per acre at once. It was evident that difference of soil had to do with it.

In the samples from New South Wales are two of the variety, "Bobs," one grown on sandy soil with 45 pounds of seed per acre gave 24 bushels per acre, and 16.93 per cent gluten, with a yield of 75.6 per cent of flour; yet the other sample, grown on red loam, with 40 pounds of seed per acre gave 26.32 bushels yield, but it contained only 12.98 per cent of gluten and gave 71.15 per cent of flour. If the farmers will use the state experimental stations to get reports on their soils and then, as they can, get the judgment of the scientists as to the fertilizer needed, it will redound to their benefit.

Another suggestion I would make, which it may be well to take home with you. I understand that in some of the older countries it has been demonstrated that wheat should be cut before it is fully ripe; that when the straw commences to ripen and change color at the bottom, it gives a better yield, weighs more per bushel and contains more gluten, besides there is less loss from shelling out in the handling. This, however, would not apply to grain required for seed, which should be fully ripe.

The thought is this—we should be able to double our crop easily on the same acreage and be in better position to meet the world's competition, even figuring on natural increase in population.

It must be remembered that both in the United Kingdom and on the Continent the millers mix, or blend, their wheats, using perhaps six or more sorts, the proportion of each being based on the characteristic of the grain, viz: strength, color, quantity of flour produced, etc. It, therefore, does not follow that when America advances her price that the importers will pay up. The millers simply look to another country where prices are unchanged, and then change the proportions of their blend so that they can turn out the sack of flour at the same price. When you examine the samples you can better appreciate the world's competition.

Before I leave the subject of the world's competition in wheat, I wish to emphasize the fact that the exporters are the men who in the past developed and built up the business, but some now think it is only a question of home consumption. If that is correct, then now, as well as in the future, it behooves the farmers to do their share of the work in getting from the soil increased yields, thus benefiting themselves and the whole country.

The agriculturists must work reciprocally with the soil, as well as in business, if they wish to succeed; for the balance of trade affects the financial world and reflects on the whole country. When it is understood that every bushel of wheat grown takes twenty-one cents of value out of the soil, and every bushel of corn seventeen cents' worth, it is very manifest that reciprocity is necessary with Mother Earth!

Another point I would mention, viz.: That Germany realizes the necessity of continuous fertilization—not just sufficient for a given crop, but to make the soil a reservoir (so to speak) so that when drought or unpropitious seasons occur, the plant has food to draw on that has been dormant, and thus to some extent is able to overcome the obstacles it has to contend with. All large cities have storage reservoirs from which they can draw water when necessity arises; and we do not conserve the soil unless we act on the same principle.

According to yesterday's papers, the German government is now trying to nullify contracts made with the Americans for potash from German mines. They evidently want to make it as hard as possible for us to compete.

When it comes to corn I consider it an easier proposition, provided efforts be made not only to grow a crop that will give increased yields, but also have carrying qualities necessary to save it going out of condition. Probably some of you gentlemen have seen, as I have, pictures taken on the farms of this state (Illinois), showing the condition of the cribs in which corn has been stored, subject to inclement weather, absorbing moisture, instead of curing out by natural evaporation. This is a factor that brings about the difference in values, the discounts on the off-grades, and dissatisfaction with terminal markets, when it is the fault of the farmer in not caring for his grain, and not the fault of the terminal grading.

Since 1906 the exports of corn have decreased. In some quarters it has been ascribed to the fact that the condition of American corn has prejudiced foreign buyers. It doubtless has made them very

cautious, which is natural. I want to say, however, that the competition from other countries has had most to do with it. It has been a question of price. Only within the past ten days I saw in the Consular Reports that a cargo of corn had been shipped from Durban, South Africa, to Mexico. It was a question of price surely when that corn had to cross the equator instead of crossing the border. I understand also that Argentine corn is being shipped to the West Indies.

Don't forget, also, when you see the samples of Manchurian soya beans, Egyptian, Chinese, Smyrna and New Zealand horse beans, the peas from India and elsewhere, that all these come in competition with American corn, either in the shape of oilcake or meal for feeding purposes.

I want to avail myself of this opportunity to call widespread attention to the fact that in March, 1906, the duty on corn into Germany was increased from 13 marks to 30 marks per 1,000 kilos and that on barley was reduced from 30 M. to 13 M., with the result that corn has been handicapped in that market (which was a large customer for American corn) 20.49 cents per bushel during the past four years. Lately Germany has been buying Russian barley at 95 M., c. i. f., in preference to American corn at 104 1-2 c. i. f. as the former costs, duty paid, 108 M. against corn 134 1-2 M. duty paid per 1,000 kilos. You see how it works!

I understand that some of the Germans themselves want this changed, and will be glad if American exporters help them; but the exporters are only a minimum quantity at Washington. If you men, on your return home, will, with the farmers, put this matter up to your representatives in Congress, something may be accomplished.

I think also that with the prospect of France requiring further imports of wheat this season, if we in the United States want to meet the world's competition, it would be well that the treasury department put no obstacles in the way of silk exports from France; otherwise that country may make some reprisals prejudicial to American wheat.

The caption, "Foreign Grain Competition," is so broad I might talk all night, but I have said enough. There is a proverb which had much force among the Romans of old, which, literally translated from Seneca, says: "The way that leads through precepts is long; that through example is short and direct." I will therefore not impose on your time and good nature any longer, but ask you to see for yourselves the examples of the world's products with which American grain exporters have to compete in finding markets for the surplus grain of this country, whether same is large or small.

I thank you.

The President: Gentlemen, we have listened with interest to the able paper of Mr. Vincent; and I want to call your attention to the samples on the table in the rear corner of the room, which are well worth the examination of every one.

Gentlemen, Mr. Miles is on the program for the report of committee on arbitration this afternoon, but he does not seem to be here. Is there anything you would like to bring up?

Mr. Rogers: I think it is at least due to the gentleman who has read so interesting a paper, that this convention take some action. I believe it is customary for a motion to be made to receive the paper, spread same upon the minutes, and extend thanks to the reader. I make that motion.

The motion was duly seconded and carried.

The Secretary: A resolution has been handed in to be read under the present rules (reads):

"Whereas, There is in certain markets what is known as office inspection, and it is the custom in those markets to take the samples from cars in cotton sacks which are subject to weather influence; be it

"Resolved, That this convention recommend that in all markets where there is office inspection, hermetically sealed cans be used in place of cotton sacks."

Mr. Eckhardt, chairman of the committee on uniform grades, requests that all members of his committee meet at Association headquarters, room 309, at 9 o'clock tomorrow morning.

Upon motion, adjournment was taken to 9:30 A. M., Tuesday, Oct. 11th, 1910.

TUESDAY MORNING SESSION.

Convention called to order by the President at 10:15 A. M.

The President: Yesterday morning the Secretary's report was given and a portion of it was referred to the committee on arbitration, and by your action the balance of the report was to be submitted to a special committee for action on the recommendations given in the report. I appoint on that committee: Mr. H. W. Kress of Piqua, O., Mr. J. H. Ridge of Peoria, and Mr. W. E. Sheldon of Jackson, Mich.

Yesterday afternoon the report of the committee

on arbitration was not given, but we will listen to it this morning. Mr. C. C. Miles, Chairman of the Committee.

ARBITRATION REPORT.

Mr. Miles of Peoria then read the report, as follows:

Your committee on arbitration has to report that it has performed to the best of its ability the duties assigned it. During the year eleven cases, covering disputes involving something more than two thousand dollars, have been presented, eight of which came directly from litigants; one on appeal from a grain exchange; two on appeal from a state association. All have been adjusted excepting one, returned to the state association for a re-hearing before the state arbitration committee. The Secretary's records and reports of the decisions of this committee are complete, to which you are respectfully referred.

The work of settling differences between men is not always a pleasant task, and those engaged in it are often subjected to severe and unwarranted criticism. Your committee is pleased to say that it has encountered no rough places in its work. It has heard no harsh words of censure; it has been jollied occasionally by commendation; and it has sometimes been thanked by the unsuccessful as well as by the successful litigant.

Its members do not regard themselves as infallible in their judgments; they have simply tried to perform their duties in a common-sense and business-like way, making their conclusions in every case on custom, rule and evidence, and without favor or prejudice.

The arbitration of disputes saves time, trouble and expense, and is absolutely fair. Its work should be encouraged and enlarged.

The consideration of many cases, much different in character, leads us to conclude that the Rules of Trade promulgated by this Association should be adopted by every grain exchange and by all points maintaining a department that furnishes official weights and grades. All grain dealers should adopt them, and make them a cardinal feature in their business transactions.

The importance of uniform rules of trade is not second to the necessity of uniform rules for the grading of grain. We earnestly hope that your committee on Trade Rules will proceed vigorously with this end in view. We urge our members to familiarize themselves with the Rules as they now stand, suggest changes that appear to be needed, and trade accordingly.

Care in making a contract, a proper confirmation, and strict compliance with its conditions, tend to keep one out of trouble, and when differences arise, adjustment is easy. Why not be more particular in all these important details?

We want at the close of the year to express to the Secretary of this Association our high appreciation of his invaluable service in the handling of cases for the consideration of this committee. We desire to congratulate the Association on the possession of a Secretary at once so competent, industrious and courteous. We value the courtesies that have come to us from the President, and the confidence that has been reposed in us by the members of this Association.

Respectfully submitted,

CHAS. C. MILES,

E. M. WASMUTH,

E. A. GRUBBS,

Committee.

The President: Gentlemen of the Association, you have heard the report of the committee on arbitration. If there is any committee of this Association which deserves the thanks of the Association, it is this committee. What is your pleasure?

A motion was made that the report be received and the committee thanked for the work done, which was duly seconded and carried.

TELEGRAPH AND TELEPHONE SERVICE.

The President: We will now have the report of the committee on telephone and telegraph, by Mr. Edward Beatty, chairman of that committee.

Mr. Beatty of New York then read the following report:

The report of committee on telephone and telegraph deals with the following subjects:

AN ACT RELATIVE TO THE FILING AND RECEIVING TIME OF TELEGRAMS IN MASSACHUSETTS—DESIRABILITY OF OUR ASSOCIATION EXTENDING ALL POSSIBLE SUPPORT TO THE CARY FILING TIME BILL NOW BEFORE CONGRESS—PRESIDENT CLOWRY, OF THE WESTERN UNION, ON UNNECESSARY LEGISLATION—DELAYS IN TELEGRAPH SERVICE—CHEAPER TELEGRAPH SERVICE—GENTLEMEN'S AGREEMENT ON TELEGRAPH RATES BETWEEN POSTAL AND WESTERN UNION TELEGRAPH COMPANIES—PUBLIC SERVICE COMMISSION SUPERVISION IN NEW YORK STATE—TELEPHONES SUPERSEDING THE TELEGRAM IN ENGLAND—HOW TO OBTAIN QUICKER SERVICE IN ADDRESSING TELEGRAMS—HOW A GRAIN EXCHANGE IMPROVED DEFECTIVE TELEPHONE SERVICE IN KANSAS—A SAFEGUARD TO AVOID MISUNDERSTANDINGS IN CONSUMMATING TRADES OVER PHONE.

THE MASSACHUSETTS LAW.

An Act relative to the filing and receiving time of telegrams in the state of Massachusetts:

"Be it enacted, etc., as follows: Chapter 402, Sec. 1. Every person, firm, corporation or association engaged in the business of transmitting communications by telegraph in this state and charging tolls

therefor shall cause to appear plainly upon the addressee's copy of every telegram originating at and destined for a point within the commonwealth the hour and minute of the day on which it was filed for transmission and the hour or minute of the day of its receipt at the destination.

"Section 2. Violation of the provisions of this act shall be punished by a fine not exceeding one hundred dollars for every telegram in respect to which the violation occurs."

The foregoing was laid before the governor on the twelfth day of May, 1909, and after five days it had "the force of a law," as prescribed by the Constitution, as it was not returned by him with his objections thereto within that time.

"Be it enacted, etc., as follows: Chapter 542, Section 1 of Chapter 402 of the Act of the year 1909, is hereby amended by adding at the end thereof the words: 'and no charge shall be made for or on account of the additional matter required by the provisions of this section. Nothing in this act shall be construed to lessen in any way the supervision, authority and powers heretofore conferred on the Massachusetts highway commission over all companies engaged in the transmission of intelligence by electricity. (Approved June 19, 1909.)'"

As a result of a suggestion made at your last convention, the state of Massachusetts has enacted a law compelling telegraph companies to state plainly upon the addressee's copy of every telegram the hour and minute of the day on which it was filed for transmission and the hour and minute of the day of its receipt at its destination.

If four hundred or five hundred business men assembled in convention can make suggestions for an improvement in a telegraph service or business methods, there is an opportunity for the Grain Dealers' National Association to grow in still greater power and influence.

The interruption of telegraph service by storms shows how the business of the country is obstructed until the service is renewed, and no more important subject can engage your attention, than the improvement of the telegraph service.

THE DESIRABILITY OF OUR ASSOCIATION EXTENDING ALL POSSIBLE SUPPORT TO THE CARY FILING TIME BILL NOW BEFORE CONGRESS.

Upon the recommendation of Secretary Courcier, a communication was addressed to Hon. William J. Cary in reference to the bill of which he was the author, compelling telegraph companies to "place plainly and accurately upon every telegram the name of place where such telegram originated, the month, day of the month, and hour and minute of the day on which it was accepted for transmission; and there shall also appear plainly and accurately upon every copy of such telegram, the month, day of the month, and hour and minute of the day on which it was received for delivery."

The following reply received March, 12, 1910, from the Hon. William J. Cary:

"I have your letter of the 10th inst., with enclosed booklet 'Beattygram,' which I read with interest. This is practically what my filing-time bill will bring about; and I am doing everything in my power to get favorable action thereon in the near future. I think that I shall be able to get hearings on it, and you may rest assured that I shall give the matter every possible boost. I am an old-time telegrapher myself, and my argument is not based on theory but on practical experience. If you have any suggestions to offer at any time, or if there is anything further you would like to know, do not hesitate to write me. Thanking you for the kindly interest you have shown in this matter, I remain," etc.

[The following are copies of letters from Hon. Wm. J. Cary to Mr. Edward Beatty, New York City. Committee on the District of Columbia. House of Representatives U. S.]

Washington, D. C., [Milwaukee, Wis., Aug. 26, 1910.] Mr. Edward Beatty, New York City: My Dear Mr. Beatty: Your favor of the 23d instant, requesting me to advise you relative to the status of my filing-time bill, came duly to hand and contents noted.

I was unable to get it reported from the Committee last session, and it is still in the committee at the present time. But I hope, that we will, in the near future, with the assistance of some more progressive congressmen, be able to get it reported from the committee, so that it can be gotten before the House for a vote. Of course, the more pressure that we can bring to bear, so much the better for its chances, and I shall do everything within my power to have it taken up at the next session.

I again reiterate my statement "that if there is anything further that I can do for you, do not hesitate to write me."

With kindest regards, I remain,

Yours truly,

(Signed)

WM. J. CARY.

Milwaukee, Wis., September 3, 1910.

Mr. Edward Beatty, New York City: My Dear Sir: Yours of the 29th ultimo at hand, and I am pleased to note that you will have the matter concerning my filing-time bill taken up at the next convention of your association, to be held in Chicago, October 10, 11 and 12. You are perfectly at liberty to read any of my communications on the subject, and the plan you suggest of getting a group of business men in each state busy to have the bill passed next session is a good one. It will help me a great deal, and we all want to get after it good and hard to insure its passage, for it is an excellent bill and ought to become a law. I trust that if I can serve you, that you will not hesitate to write me. I shall be pleased if you will keep me posted on any developments which take place from time to time. Yours truly,

(Signed)

WM. J. CARY.

Your committee recommend that this Association extend all possible support to the Hon. Wm. J. Cary in getting his bill passed by Congress.

UNNECESSARY LEGISLATION.

The following letter is submitted as an exact copy.

The Western Union Telegraph Company,
195 Broadway,
New York, February 28, 1910.
Robert C. Clowry,
President and General Manager.

Edward Beatty, Esq., Room 404, Produce Exchange Building, New York City: Dear Sir: I am in receipt of your letter of the 25th instant with accompanying copy of your letter of the same date to our Mr. Fearons, which prompts me to say that your Association, in addition to its stand in reference to unnecessary legislation, might desirably and consistently take the same stand with respect of unnecessary regulations. For instance, the measure to which you urge us to conform in our practice provides that telegraph companies shall mark upon the original or sender's copy of every message the name of the place, the month, day, hour and minute at which the message is filed for transmission; and this is precisely what telegraph companies always do for their own record and protection, save in one particular. That exception is the notation of the name of the place, which is a wholly unnecessary operation from any point of view, since the original messages are invariably held at the place of origin until they are destroyed some eight months or more after their date, and their presence in any office consequently establishes the fact that they originated there. Under the rules of the company original communications are always written upon or attached to our sending forms and the latter are used only at the originating office and never at an intermediate or the delivery office, so that practically there never can be any uncertainty with reference to the point of origin of any message.

All of the notations suggested appear on every intermediate or terminal copy of messages, except the filing time. The notation of this latter information entails the transmission of a certain number of additional words, which we are always prepared to do on payment of regular charges on the additional words involved. I do not know of any reason why telegraph companies should be expected to transmit such additional words without compensation. Personally I think there is very little utility in the information, and that such demand as there is for it represents sentiment which has been developed by interested parties for the purpose of adding to the difficulties of telegraph companies rather than any real need of the information. However, parties who wish the information transmitted can, as I have stated, arrange the same without legislation on the subject and without any new rule on the part of the companies, by writing the same in their messages and paying the very moderate charges thereon. Yours truly,

(Signed)

R. C. CLOWRY.

President.

Communications were also addressed to the Western Union and Postal Telegraph Companies, suggesting that they comply with terms of the Cary Bill, and no reply received from the Postal people; and as President Clowry's reply is embodied in the communication sent by your committee, I will not read it twice.

New York, March 7th, 1910.

Mr. Robert C. Clowry, President, Western Union Telegraph Co., 195 Broadway, New York City: Dear Sir: I beg to acknowledge receipt of your favor of the 28th ult. You write as follows:

"I am in receipt of your letter of the 25th inst. with accompanying copy of your letter of the same date to our Mr. Fearons, which prompts me to say that your association in addition to its stand in reference to unnecessary legislation might desirably and consistently take the same stand with respect of unnecessary regulations."

Answer: In re "unnecessary legislation" and "regulations," Gov. Hughes of New York, in his annual message to the Legislature on January 5th, said:

"I again recommend that the Public Service Commission Law should be extended to telegraph and telephone companies, and these companies should be brought under appropriate regulation as to rates, service and other matters similar to that which has been provided for corporations at present subject to law."

President Clowry writes as follows:

"For instance the message to which you urge us to conform in our practice provides that telegraph companies shall mark upon the original or sender's copy of every message the name of the place, the month, day, hour and minute at which the message is filed for transmission; and this is precisely what telegraph companies always do for their own record and protection save in one particular. That exception is the notation of the name of place, which is a wholly unnecessary operation from any point of view."

Answer: After many years' experience as a broker, I can testify that the time is usually put, in a slipshod way in pencil by the operator, on the back of a telegram or on the margin of the blank after the message is transmitted over the wires, and not when it is filed for transmission. The message may be held after it is filed by the sender for half an hour owing to wire trouble. Frequently while an operator is sending a message, wire trouble will develop in the middle of the message and there may be considerable delay before the message is completed. It is the delays that cause loss and lawsuits and controversies in the grain trade.

The following is the practice at present: Number of message, say No. 11; office to which message directed, say "EX"; initials of sender, say "A. V."; time of message, say 11:10 A. M.; signature of operator who receives message, say "B".

President Clowry writes:

"Personally I think there is very little utility in the information and that such demand as there is for it represents sentiment which has been devel-

oped by interested parties for the purpose of adding to the difficulties of the telegraph companies rather than any real need of the information."

Answer: Mr. Belvidere Brooks, the general manager of the Western Union says:

"That striving to satisfy the public always brought good financial results to a company. The goodwill of the public is a most valuable asset to any concern. It is a strong safeguard against business failure; and realizing this, we are simply going ahead with innovations that will prove beneficial to our patrons and ourselves."

The Grain Dealers' National Association is not the father of Bill H. R. 19862, and it would seem as if the reform proposed by the bill was independent of the suggestions made at their convention. It makes the recommendation, however, all the stronger. Surely four hundred business men gathered together in convention can make suggestions for the "good of the service."

Secretary Courcier of the Grain Dealers' National Association writes February 22nd:

"Inasmuch as this measure is in line with the 'Beattygram,' I suppose it will appeal to your committee. Inasmuch as the grain trade has taken a firm stand against proposed legislation to correct customs that those affected might more economically correct themselves, it has occurred to me that we might effect this proposed reform in telegraph service by 'bringing pressure to bear upon the telegraph companies direct to put the reform in operation on their own motion, and inducing them, if possible, to recommend to their respective companies that instructions be issued to conform to the requirements of Bill H. R. 19862.'"

The Constitution of the Grain Dealers' National Association says "the object is the advancement and protection of the common interests of those engaged in the grain trade."

Attorney-General Wickersham is quoted, to wit: "The rapid concentration of power over our great industries in a few hands, a power which no free state can long suffer to endure; the power of fixing prices at will, determining the amount of production, dictating the terms on which thousands of our fellow countrymen might pursue their means of livelihood, the power to exclude or permit competition."

President Mackay stated before legislative committee:

"Whenever we attempt to condemn a right of way in those parts of the country our competitors' lawyers appear in behalf of railroad company and place every obstacle in our way. The Postal Telegraph Co. will be the last competitor in telegraphing AND WHEN THAT COMPETITION CEASES, THERE WILL BE A CHOICE ONLY BETWEEN MONOPOLY AND GOVERNMENT OWNERSHIP."

Is the Grain Dealers' National Association to understand from the letter of President Clowry of the Western Union that the company will place every obstacle in the way of Bill H. R. 19862?

The Association has for its object the advancement and protection of the common interests of those engaged in the grain business, and therefore in a courteous way recommended that the president of the Western Union issue instruction to his company to conform to the requirements of Bill H. R. 19862. I beg to enclose copy of Grain Dealers' National Association "Who's Who" as an illustration of the power and influence of the Grain Dealers' National Association. Yours truly,

(Signed) EDWARD BEATTY.
P. S.—A large freight brokerage firm who has read the foregoing makes the following suggestion:

"In reference to your statement as follows: 'The notation of this latter information entails the transmission of a certain number of additional words, which we are always prepared to do on payment of regular charges on additional words involved.' This has evidently been written without giving it your careful consideration, as in no case would it entail more than the sending of the equivalent of one-five-letter word; thus: 'A', stands for A. M. and 'P' stands for P. M.; then, all that is necessary to indicate time of filing of message in transmitting is as follows: 'A 1021,' etc."

"As a matter of fact, I believe, if you would adopt this recommendation and agree to charge for the five characters indicating time as above shown as one word, that the users of the wire where this is essential would be very glad to pay for this transmission, and I believe would immediately show that an act of Congress such as proposed, would be entirely unnecessary."

DELAYS IN TELEGRAPH SERVICE.

President Clowry of the Western Union, under date of November 29th, 1909, in answer to a complaint, stated:

"Reports sent me show there is but one operator at Crawfordsville, Ind. Whenever the volume of business warranted it, it has been the custom to employ an assistant operator at that point; but the receipts of the office are insufficient to permit of the expenditure involved at the present time. The operator is on duty until 8 P. M. and it is necessary to allow him time for his dinner in the middle of the day. His regular dinner hour is from 12 to 1 P. M."

Here we have no telegraphic communication during an important business hour; and surely with the right of way and no competition, the telegraph company has some duty to perform to the public, as it cannot expect every office to be self-supporting, and, furthermore, every office is not self-supporting. General Manager Brooks says "that striving to satisfy the public always brought good financial results to a company. The good will of the public is a most valuable asset to any concern."

A CHEAPER TELEGRAPH SERVICE.

The success of the night letter called forth the following remarks from General Manager Brooks of the Western Union:

"One of the most remarkable things is that

they have caused an INCREASE IN THE NUMBER OF STANDARD RATE MESSAGES SENT. We figure the thing out this way: A man who has a short letter that he wants to go in a hurry sends a night letter. The receiver gets it next morning, and the very fact that the original came by wire, suggests to his mind that he send the answer by wire also; and so he sends a day message. But for the night letter, both the original communication and the short answer would go by mail in many cases."

Here Manager Brooks gives us an argument in favor of a cheaper telegraph service. If the service were cheaper it would be used oftener and the parties who received the message would often answer also by wire.

A financial writer made the following remarks about September 1st in a morning paper:

"Western Union's advance was not due to any new developments, but to the continuing growth of its business under wide-awake management. The company is deriving a large revenue from its night messages."

The Night Letter is a favorite means of communication on account of its cheapness; and the following illustration taken from a New York paper six weeks after the introduction of the Night Letter confirms this:

"No part of the country has taken to the wire letter more kindly than any other; all sections are using it. Both companies report that so many business men all over the country, who are always keen to take advantage of any innovation for saving time, already have adopted the Night Letter, and that class of business alone would make it worth while to continue them."

A GENTLEMAN'S AGREEMENT ON TELEGRAPH RATES BETWEEN POSTAL AND WESTERN UNION TELEGRAPH COMPANIES.

Report of the joint committee of the Senate and Assembly of the state of New York, appointed to investigate telephone companies, transmitted to the Legislature March 21, 1910. We quote:

"The Postal Telegraph Co. was organized for the purpose of competing with the Western Union system; and it appears that as the result of such competition the cost of transcontinental messages have been greatly reduced, especially between competing points. There is some evidence that about 80 per cent of the business of the country is competitive and 20 per cent non-competitive; and that the Postal system does about 50 per cent of the competitive business or 40 per cent of the whole. It also appears conclusively that the price of messages within the state of New York, as to a large portion of the state, was raised about three years ago, so that many private and commercial messages, formerly costing twenty-five cents for ten words, now cost thirty-five and forty-five cents. It also appears that the rate charged for messages was increased by both the Western Union and Postal Companies at the same time, not as the result of any contract, so far as the committee has been able to learn; but the increase was made after a conference and consultation between representatives of the different companies who have charge of the making of rates, so that if there was no agreement between the two companies to raise the rates for telegraphing at the same time and to the same amount, there was at least an understanding between the representatives of the respective companies amounting to what is commonly known as 'gentleman's agreement,' and this understanding has been and is being faithfully carried out by both concerns. The only competition between the two telegraph systems consists of a mutual strife to obtain an increase in the volume of their business by increasing the efficiency of their service."

President Mackay goes away back to the early '80s for comparison. In spite of the great improvements and inventions and increase of population and increase of business, the telegraph rates have been advanced of late years. President Mackay says the Postal will be the last competitor in telegraphy, and claims it has been free and independent from its organization in 1866 and proposes to remain so.

PUBLIC SERVICE COMMISSION SUPERVISION IN NEW YORK STATE.

Under the new law which went into effect September 1, 1910, telephone and telegraph companies in New York state will be under jurisdiction of Public Service Commission, viz.:

"Under the new law telephone companies are required to afford adequate service at just and reasonable rates, and discrimination in favor of any particular persons or corporations and giving any unreasonable preference of any kind is prohibited."

We quote again from the Report:

"The system of communication between the different parts of the country by telegraph and telephone is not only a modern convenience, but has become a business necessity. It is the opinion of the committee that said business is such from its nature that the public interest and private necessity require that it shall be operated in large enough units and over sufficiently broad stretches of territory so that its development need not require duplication of plans and service and unnecessary expense for maintenance, operation or overhead charges. It should, therefore, be developed, maintained and operated by large corporations or by the state; then the business and the companies operating it should be subject to state supervision."

TELEPHONES SUPERSEDING THE TELEGRAMS IN ENGLAND.

A London grain house states it is hard to compare the English system of telegraphing with that of the United States on account of distances being so much greater, and the fact in the United Kingdom people use telephones and with United States the people use the telegraph. "Taking the grain trade on the Baltic Exchange as an example, I may tell you that it is done," says a London grain man, "almost entirely

by telephone. We, ourselves, very seldom send a telegram, but are all day long telephoning all over the country. The charges for trunk telephones of course vary, but may be taken roughly at one shilling (24c) per 100 miles. Each call is given a limit of three minutes' conversation, with a maximum of six minutes, and each call is taken in order of its being put in. There is only one uniform charge for all telegrams in the United Kingdom, long or short distance, and that is one-half penny (1c.) per word," which goes to show how much cheaper and more advantageously merchants in the United Kingdom can do their business as compared with ourselves. Germany has provision for urgent business at cost of three times ordinary rates."

HOW TO OBTAIN QUICKER SERVICE IN ADDRESSING TELEGRAMS.

Your committee would call attention to one important matter, and that is, the necessity of addressing telegrams fully. For instance, "Board of Trade, Chicago"; "Care of Produce Exchange, New York"; for the reason that in large centers there are branch offices, and if the telegrams go to the main office of a large city and are transmitted to a branch office, there is great loss of time.

HOW A GRAIN EXCHANGE IMPROVED DEFECTIVE TELEPHONE SERVICE IN KANSAS.

Mr. Harry W. Kress of Piqua, Ohio, a member of this committee, shows how business can be seriously crippled and losses sustained on account of vexatious delays and irritating interruptions so common with many exchanges, and cites September 21st as an illustration over United States long distance lines:

Grover Hill call (distance 75 miles), two hours' delay; conversation repeated through operator at Scott, O., owing defective wire.

Cold Water call (distance 30 miles), one hour forty-five minutes' delay.

Van Wert call (distance 40 miles), one hour, ten minutes' delay.

New Weston call (distance 30 miles), one hour, fifteen minutes' delay.

For defective telephone service the plan adopted by the grain exchange at Wichita, Kansas, resulted in an improved service. The September number of the Grain Dealers' Journal states, "It is but natural that brokers should rise up in their wrath to protest most vigorously against the vexatious delays and irritating interruptions so common with many exchanges. The entire membership of the Wichita grain exchange recently met outside of Board of Trade quarters and held an indignation meeting over their poor long distance service. A large part of their business, bids and orders taken, is by long distance telephone. They sent a notice to headquarters explaining their grievances, demanding improved service and refusing to pay any more overcharges, which promptly obtained desired results. An expert wire chief and special trouble man came down from Kansas City and spent two days on the floor of the Board of Trade asking brokers about the service and the most prolific sources of their vexation. Soon the service both in and out of the grain exchange was so improved, that one firm got through with as many calls in two hours as it had formerly consumed an entire day upon."

We have the testimony of a London grain house that their business is largely conducted by long distance telephone, and it is much the same in the United States outside of the large centers; and as the service in each state is in the hands of different companies, the plan adopted by the grain exchange at Wichita for obtaining improved service is probably most effective. The telephone is superseding the telegram in the United States on short distances.

A SAFEGUARD IN AVOIDING MISUNDERSTANDING OVER THE 'PHONE.

Defective telephone service will always be a promoter of irritation, misunderstandings and trade differences. In a telegram the terms and conditions of an offer or bid are clearly set forth and always on record. In a telephone conversation there is no such check. The surest way to avoid misunderstandings, when a trade is consummated over the telephone, is for the terms and conditions of the trade to be dictated over the 'phone by the seller to the buyer, who puts same in writing, and for the buyer to repeat same over the 'phone to the seller, who also commits same to writing, thus forming a double check, and of course confirmed again in writing by mail.

A modern up-to-date grain code is needed along the lines of the popular Robinson Code.

The President: Gentlemen, you have heard the very able report of Mr. Beatty, chairman of the committee on telephone and telegraph. This report contains a great many suggestions and gives us a great deal of information, and is well worth the careful thought of the Association. What is your pleasure regarding it?

Mr. Simpson of New York: As has been said, the report contains a great many suggestions. The report of this committee is more than a mere formal matter; it seems to put before the convention some matters of great importance for its consideration. First among them was the suggestion to sustain the Cary Filing Bill. As I understand the suggestion of the committee, they would seem to indicate, on their part, that the Association should give its support to the Cary Bill. It is directly in line with the Beattygram referred to, and it is directly in line with the work of the committee along that

line. I therefore move you that this Association pledge its support to the Hon. Wm. J. Cary, in so far as it is possible for the Association to do so, to assist in the carrying through of his bill; and, together with that, that the individual efforts of the members of the Association be also bent to whatever end will be possible, and that they shall, through their Congressmen, urge action on this bill.

The motion was seconded.

Mr. Wayne: It occurs to me that a matter of this kind should be referred to the resolutions committee. If the gentleman has no objection I make the motion that the matter be referred to the resolutions committee.

Mr. Simpson: I accept the suggestion, and permit the motion to be so amended.

The President: The motion as it now stands before the house is that this report be referred to the committee on resolutions.

Mr. Grimes: Mr. President, Mr. Beatty has gone into great detail, and his paper is certainly one of the finest I ever heard brought before a convention. It shows that he has devoted an unlimited amount of time and study to the proposition, and there is no one more able to continue this good work than Mr. Beatty. While the resolutions committee is perfectly willing to take up his paper and formulate such resolutions as they may, in their good judgment, think necessary, I believe that Mr. Beatty himself can draw such resolutions as will be acceptable to this organization in a much better manner than the committee on resolutions could; and I am satisfied that it will be a pleasure for him to add to his already excellent work in drawing the resolutions. Therefore, if there is no objection on the part of any of the movers of the different motions, I would like to amend, unless they will accept it as the original motion, that the paper be referred back to the committee with instructions to draft resolutions to present to the resolutions committee for the consideration of this Association tomorrow morning at 10:30. My belief is, as you all can see, that he or his committee is much more able to draft what is necessary than the resolutions committee.

Another thing I want to call your attention to, Mr. President, is that the resolutions committee is simply a committee to receive, to a certain extent, resolutions from this organization. It is not supposed to originate every resolution, because that would be out of the question. There are certain resolutions that are offered by the committee that they draft, but others must emanate from the organization. I have now in my pocket quite a number of resolutions that have been handed me, and I will be glad to receive more from the members of the organization.

If there are no objections, I would ask an amendment to the motion that the matter in question be referred back to the committee with the request that they draw such resolutions as they deem necessary to carry out the work so well begun.

Mr. Simpson: I beg to suggest, inasmuch as the suggestion of Mr. Grimes is not quite in order, that the original motion and amendment be considered as not having been presented, and that Mr. Grimes shall now present a motion along the lines of his suggestion.

Mr. Beatty: I will be perfectly happy to have Mr. Grimes draw that resolution, as there is no one more competent than he is; and I think the committee would be very glad to consult with him; but as chairman of that committee, I prefer to have Mr. Grimes draw that resolution, and I think he will do full justice to it.

The President: We recognize the modesty of Mr. Beatty, but we also feel that that committee has had ample opportunity to study this question. It is a matter for the house to decide.

Mr. King: I move that this paper by Mr. Beatty be received and filed by the Association, with the thanks of the Association, and then that it be referred back to the committee on telephone and telegraph to draft such resolutions as they think proper, and present them to the resolutions committee.

Mr. Grimes: I second the motion.

The motion was duly carried.

Mr. Simpson: Before getting away from the subject, Mr. President, as has been noted, there were several suggestions in the paper—one referring to a cipher code somewhat along the lines of the Robison. There is a code here in Chicago now, called the Universal which appears to be very good. I haven't given it study; but without attempting to say anything in favor of that code, I thought perhaps it might be well to suggest that it be looked into; and I would suggest that if it appears to be that which is wanted then it should be recommended for use.

The President: I understand that is in the province of the committee.

Mr. Simpson: That is merely as a suggestion for the committee.

REPORT ON LEGISLATION.

The President: Gentlemen, during the past year, the committee that has had the most difficult work to do has been the committee on legislation. This committee has been compelled to follow all legislation in the House and Senate, and has devoted a great deal of time to watching that and handling



A. E. REYNOLDS.

its other affairs. We will now hear the report from Mr. A. E. Reynolds, chairman of this committee.

Mr. Reynolds: Mr. President, and gentlemen of the convention—(applause)—thank you, gentlemen: I want to say before beginning this report that this committee hasn't disturbed itself very much about insurgents or standpatters, Republicans nor Democrats. They class this Association as above all factions down at Washington, and struggled singly and solely for its own interest.

Mr. Reynolds then read his report as follows, the reading being frequently interrupted by applause:

Your legislative committee is glad to be able to report that no legislation of particularly pernicious character affecting the grain trade has been enacted during the past year. This gratifying state of affairs does not simply happen so; it is the result of very strenuous work; not only has your committee labored earnestly, but it has had the assistance and support of many of the commercial exchanges; also material assistance from various members of the Association.

Particularly do I want to commend the Chicago Board of Trade, Toledo Produce Exchange, Baltimore Chamber of Commerce, Philadelphia Commercial Exchange, and the New York Produce Exchange for their earnest support. These organizations sent representatives to Washington to appear before the committees whenever they have been asked to do so. I wish to personally mention the valuable assistance of Mr. Courcier, secretary of the Association; Mr. E. A. Culver, of Toledo; Mr. J. C. F. Merrill, of Chicago; Mr. King, of Philadelphia, and Mr. Grimes of Portsmouth, Ohio, for their able assistance and powerful influence. These gentlemen have been with us at almost every hearing before committees. While I mention these gentlemen in particular, it is not to be understood that these were the only members who gave the committee valuable assistance; space forbids mentioning all who attended these hearings and assisted in

bringing about the favorable results obtained. Without the help of the exchanges and their various members as above mentioned, our report must have been couched in different terms.

Soon after the convening of the last Congress, it was apparent that we were to have an avalanche of legislation proposed which would affect the grain business in a greater or less degree—anti-option bills, bills prohibiting future trading in grain, weighing bills, federal inspection bills, railroad bills, etc. It would have taken half of one's time to keep posted on the bills being offered. We kept abreast of this great legislative tidal wave by patronizing the clipping bureau. In this way everything pertaining to our interests was separated from the other rubbish and presented to us separately and succinctly. Even at this we had our hands full. The reading and careful study of all these bills and the determining of their full relations to our interests was no small job.

We had no legislation of our own to propose; hence our duties were more negative in character than positive. We found that it was all we could do to keep run of the legislation proposed without proposing any ourselves, although we had none to propose.

I hold that no legislation is necessary to control or direct the grain business as it is now conducted. All we need is a serious letting alone. We are now engaged in a mighty effort to work out our own salvation, and should be given a fair chance to do so without public interference. I must say, however, that the progress we have made is not wholly satisfying to me, nor do I think it is in general to those who have been laboring arduously for reforms. To those of us who have spent much time before the various committees of Congress, it is apparent that a spirit of fairness is manifested toward any business which is honestly and earnestly trying to work out its own reforms. This was very aptly put to us by Senator Dooliver, chairman of the Senate committee on agriculture. In fact, we met this spirit of fairness not only in the committee rooms but at various conferences with members both of the House and Senate.

The prime object of legislation under a democratic form of government like our own, is to bring together the various dissenting and warring factions and unite them by law under one statute to which all perforce must agree. It does seem that the ability, energy and brain forces engaged in the grain trade of this great country ought to be able to know better the common interests which affect it than the inexperienced legislator who knows nothing whatever of the business or of the interests affected by favorable or adverse legislation. This reasoning seems sound; and the members of Congress are disposed, under such arguments as this, to give the grain trade a fair chance; but it certainly behooves us to bestir ourselves and show results, or we may not long be able to defer legislation which will be disastrous to our best interests.

I have used this same argument for the past three years, when speaking of the necessity of the adoption of Uniform Grading Rules, and yet there are those who stand out against uniformity, claiming that it is impossible for certain exchanges to be controlled by the same rules of inspection as other exchanges. In my judgment those exchanges which have not adopted in toto the Uniform Grading Rules as promulgated by the National Association are today doing more to bring adverse legislation than all the opposition in Christendom can thwart.

Your committee, which with others appeared before the Senate committee in opposition to the bill for Federal inspection and weighing of grain, found manifest much more interest in the committee than we had on previous occasions. The hearing was first proposed for the month of January but by strong effort on the part of Mr. Courcier and others we succeeded in having it postponed until March. At this hearing were present representatives from various exchanges, the Secretary of the Association and three members of the legislative committee. We made a very strong showing of the earnest efforts being put forth by the National Association to establish uniform rules for the grading of grain. It was very apparent to us that uniformity was really the goal for which the committee was striving.

We were able to show to them that for more than three years we had been working on the same line and had succeeded to such an extent that many exchanges had already adopted the Uniform Rules as proposed by the National Association. We gave them very strong assurance that the other exchanges would soon follow, and that uniformity under the management of the grain trade itself would soon be an assured fact. This seemed to be practically all that they required. We, therefore, succeeded in having the bill remain in the committee and not reported favorably to the Senate. This same measure, however, still stands as much a menace to the trade as ever and our victory is only temporary, and is likely to be turned into defeat at the next session, unless we are able to show material progress along the line of uniformity.

Prevention of legislation should not be the prime object for which this Association should strive. In the present inflamed condition of the public mind it is likely to demand anything. Men are now elected to office without any merit to recommend them beyond a promise to legislate against something. The legislation is as likely to be directed against a fancied as a real wrong, but legislation the public must and will have. The general craze for legislation, when taken advantage of by unscrupulous law makers, is more likely to result in harmful than beneficial laws.

As stated above, with this condition of affairs existing, the prime object should not be to prevent legislation, as we would not long be able to do so. The prime object should be to direct legislation into safe and sane channels. This is a mighty under-

taking, and one which will call forth the strongest and ablest men at our command.

A democratic government like our own has its advantages and disadvantages. Its watchword is Liberty. Liberty unrestrained is likely to run riot in any direction. Unrestrained liberty in the past has led the grain trade, as well as other branches of commerce, into many bad practices. These must be corrected. Our wisest law makers are now waiting with keen interest the result of our efforts to correct these evils before taking matters into their own hands. The wide exercise of liberty, or license, whichever it may be termed, now practiced in the grain trade must be, in a measure, restrained. The question is, Shall we restrain it ourselves or must it be done by the law makers of the various state legislatures and the National Congress? The great lawmakers of our country seem more and more disposed to let business people run their own affairs when they are doing so without conflicting with the rights of others. If it is evident that our business is trying to correct the evils which exist within itself, it should be allowed to do so without interference from Congress; and I believe that if the trade can show that it is engaged in an earnest struggle for reform, adverse legislation can be deferred a reasonable length of time.

In the hearing before the House committee on agriculture on the bill prohibiting future trading in grain and cotton we came in close contact with the cotton interests of the country. The bill under consideration prohibited all deals in grain and cotton for future delivery. The main object to be attained was to prohibit gambling in these commodities. The cotton men put up a very strong opposition to the bill. They were not, however, able to show that any earnest concerted effort on the part of the cotton trade had been put forth to eradicate the evils existing in the business. On the other hand, the grain men were able to show that they were doing all in their power to eliminate gambling practices. On account of this showing the committee reported on the bill, eliminating grain and grain products from its provisions and recommending the passage of the bill in so far as it affected the cotton business. In this shape the bill passed.

This was a signal victory for the grain trade. It, however, only emphasizes the obligation incumbent upon us to renew our efforts for reform. We must within ourselves exert the proper restraint over our business to keep it within bounds. If we do not, the legislative power of the people will rise in its might and enact such measures as will not only restrain the business from doing unjust acts but is likely to go to such extremes as will adversely affect the entire grain business.

The leading question is: How shall we make such a showing as to prevent harmful legislation? The answer is easy. Simply labor earnestly, honestly and conscientiously to eradicate from the business the evils which exist within it; adopt and enforce such uniform inspection rules and regulations governing every branch of the grain business as will make it manifest to the public that we are able to control our own affairs, that we are honest in trying to give to the public a clean business management of that branch of trade that affects the cost of the "three meals a day" of every American citizen; that we will not tolerate questionable methods in the grain trade; that the "Square Deal" is our motto.

This cannot be done by a handful of earnest workers, if the vast majority of the grain trade remains inactive and refuses to help in the great work. It cannot be done by shipping grain rejected in markets of the West and palming it off as high grade in the consumptive markets of the East. It cannot be done by selling for export grain of high grade and then shipping abroad such inferior grain as will bring a hue and cry from every American consul in Europe. It cannot be done by permitting such gambling methods as will result in establishing corners which raise the price of food stuffs to prohibitive prices. It cannot be done by unscrupulous dealers of the West selling large quantities of grain for shipment East and refusing to deliver it simply because the markets have advanced. It cannot be done by allowing the mixture of vast quantities of old clover seed with a small amount of new, and delivering it all on contracts for "New Prime." It cannot be done so long as any one exchange or any number of them promulgate rules for the control of their own business regardless of the rights of others. The general practice of the exchanges of the country having committees composed of their own members to pass on differences arising between its members and outsiders, be they shipper to, or buyers from that market, is not only unjust but is pernicious and wholly undemocratic. The general tendency is to bring the whole exchange system under suspicion. It smacks very much of a Russian tribunal—judge, jury and council all chosen by one side and no hearing granted the other side.

For one, I am ready and willing to continue the fight for the uplifting of the grain trade of this great country along the broad lines undertaken by the Grain Dealers' National Association. Its principles are right and just. It is worthy of the most liberal support of the entire grain trade. It should be made all that its name implies—a National Association, indeed.

Instead of the struggle which it has had to maintain itself, it should be supported by every dealer in the country. All exchanges should back it liberally with their money, time and influence. I look with suspicion and distrust on any movement which detracts in any degree from the highest efficiency of this Association. Properly supported, the Grain Dealers' National Association can bring the grain business to an ideally high degree of excellence. It should be the arbiter of all differences arising in the trade, no matter whether in exchanges or elsewhere—a court of last resort—the fountain head

of all that is known or to be known relating to the grain business.

I believe the Council of Exchanges is a menace to the grain trade. Its general influence is bad. It undertakes to do for itself in a selfish way what can be done much better and with less danger to the trade by the National Association. There is absolutely nothing which this federation desires accomplished which cannot be more efficiently done by this Association, if the exchanges would but give their time, influence and money to its support. In having the Association handle the questions that pertain exclusively to exchanges as well as those pertaining to the trade in general, all suspicion of collusion would be eliminated. The country shipper, the Eastern consumer, and even the exchanges themselves, would be protected from suspicion.

In an address before the Indiana Bankers' Association at Evansville a few weeks ago, Senator Beveridge, in speaking of commercial organizations, used substantially the following language: "I can heartily endorse commercial organizations. They can be brought to a high degree of efficiency. I consider the Grain Dealers' National Association the best commercial organization with which I am acquainted." When the whole grain trade comes to appreciate the National Association as Senator Beveridge appreciates it and gives it the support which it deserves; when the trade ceases to seek elsewhere for solutions of the problems which confront it; when the entire trade unites as one man to support and upbuild it; when sufficient funds are at the disposal of the board to meet all requirements—then will we begin the solution of the "legislative problem."

The reading being finished, the report was approved by prolonged applause.

The Secretary: I would like to say, for the benefit of those who did not attend the Indianapolis



FRED MAYER.

convention, that Senator Beveridge addressed the thirteenth annual convention, and before making his address, inquired with a great deal of particularity into the work of the organization. I think all who have heard that address, or have since read it, will think it is one of the finest addresses ever delivered by a statesman on a subject which so closely relates to our work. This report that Mr. Reynolds makes is certainly very gratifying, having come to him fully a year after this address had been delivered.

The President: You have heard with pleasure the very able address given by Mr. Reynolds, chairman of the committee on legislation. It is full of suggestions and full of truth. What is your pleasure regarding it?

Mr. Rogers: I move that the address, or paper, read by ex-President Reynolds be spread upon the minutes and received with thanks.

The motion was duly seconded and carried.

ON THE CROP REPORT.

The President: The next on the program is the report of the committee on crop reports, by Mr. Fred Mayer of Toledo, chairman.

Mr. Mayer then read the following report:

At a meeting this Association, one year ago, a resolution was adopted requesting that the Government issue the Crop Reports after the close of the grain markets. Later on this committee took the

question up with officials at Washington and endeavored to show the unfairness of issuing the Reports while the grain exchanges were in session, thereby giving individuals located in the various markets an advantage over those in the interior. Whether or not this petition was the cause of a change, we do not know. However, the time of issuing the Reports was soon after changed to 1:30 p. m. It may inconvenience some by having the Reports come after the close, but surely it gives all an equal chance to operate on them, which was not the case before.

Wide variance of figures still exists between the reports of condition and acreage as given by state authorities and those of the Government. This committee is of the opinion that some states have a very good system of gathering crop information. Especially is this true of Kansas. Other states have a very crude method. In our opinion, Illinois leads the latter list.

We have reason to believe the Government is doing everything possible to furnish the public with accurate crop reports, but possibly there is room for improvement. It seems to us in order to make the Reports as nearly perfect as possible it will require the employing of more special field agents. At present the number is not large enough, and the addition of from three to five men would help materially. It is a well-known fact that some of the traveling crop experts employed by grain houses issue reports that are indeed very reliable, and the more accurate the Government reports are, the more attention will be given them; and it will have a tendency to diminish the number of private reporters, which, in our opinion, would be better for all concerned.

Your committee believes there is also room for improvement in the reports issued by the Weather Bureau. At present the daily reports do not include enough stations, especially in the important grain producing states and during the crop-growing season. Quite frequently a station will report clear weather, and yet ten to fifty miles away it may be raining and the rain would not show on the official map. As with crop reports, those on the weather would be of much greater benefit if they covered a larger area, and if at a trifle larger cost better service can be secured, should not this Association urge Congress to increase the appropriation set aside for these two departments?

We commend the action of the authorities at Washington in changing the time of issuing the Crop Reports. We suggest that the secretaries of agriculture of the states issuing crop reports endeavor to meet with the Chief of the Bureau of Statistics at Washington, and that an effort be made to adopt some plan that will result in the state reports and Government Report being uniform. We also recommend that Congress be asked to increase the appropriation set aside for the Bureau of Statistics and the Weather Bureau service.

On concluding the reading of his own report, Mr. Mayer read the following paper prepared by Mr. Victor H. Olmsted, of the Bureau of Statistics, who was unable to be present to read it in person:

Gentlemen: The privilege of addressing this meeting of the Grain Dealers' National Association is highly appreciated, and it is regretted that circumstances prevent the delivery in person of this address.

The subject upon which I have been invited to address you—"Government Crop Reports"—is one which has been dealt with many times by the present Chief of the Bureau of Statistics and his predecessors. It has been made the subject of numerous addresses as well as articles which have been printed in Government publications, in trade journals, and in special circulars, bulletins, and reports; so that it will be practically impossible for anything new to be said upon the subject. The remarks which follow are wide-open to the charge of plagiarism, should any one desire to make such a charge. By thus pleading guilty in advance I hope to minimize such adverse criticism as might otherwise be made.

Although the subject of these remarks has been frequently dealt with, as before stated, there seems to be an unceasing demand for information along this line; those who have previously been reasonably well-informed have been displaced, as the years have gone by, by newcomers in the field of agriculture and that branch of the commercial field which deals with agricultural products,—the buyers and the sellers,—who need to be told again what has been said to their predecessors. I do not suppose that in this meeting there are many who are not well informed regarding the methods, scope, and objects of Government Crop Reports, but there may be a few; and it is hoped that what is now said will be regarded as beneficial by them.

In dealing with the subject I shall divide it into three several parts. First, "The Necessity of Government Crop Reports;" Second, "The Character of Government Crop Reports;" Third, "The Making of Government Crop Reports."

The necessity of Government crop reports has often been doubted, and even at the present time is occasionally questioned by many otherwise well-informed persons who do not appreciate properly their objects and effects. The necessity for unbiased, carefully prepared, reasonably accurate estimates—which is all the Reports of the Bureau of Statistics are—is so plain to those who have studied the subject as to render idle any argument in their favor, as far as the majority of those interested are concerned. Nevertheless, I shall briefly state what I conceive to be their necessity and value.

Commerce consists largely in the exchange of the products of agriculture for those of manufacturing and mining, and it expands and contracts in proportion as crops are meagre, reasonably good, or abundant. No expansion of the mining or manufacturing industries can increase if the foundation

industry—agriculture—does not justify such increase. It is not always realized, but it is nevertheless a fact, that of all the industries agriculture is paramount and controlling; and a reasonably adequate knowledge of the supply from year to year of the various farm crops is necessary to those who deal in them as well as those who grow them, in order that just prices may prevail.

In the absence of fair, dependable, unbiased estimates, or reports, false ones concerning the conditions and prospective yields of the various crops might result in financial detriment to the producer as well as the dealer. For example, if there were no adequate Government crop reporting service, and by misleading reports speculators could depress the price of a single agricultural commodity—cotton—but one cent a pound, cotton growers would lose \$60,000,000 or more; and if prices were improperly increased by such false reports, manufacturers and allied interests would be wrongly affected in the other direction.

Unbiased crop estimates, or reports, are especially valuable to farmers who are benefited by them both directly and indirectly. Those farmers who keep informed as to crop conditions and prospective yields by reading the Government Reports profit directly; while all are indirectly benefited by reason of the knowledge being imparted to the great body of progressive farmers and dealers instead of remaining in the exclusive use of a few persons.

It is well known that speculators and large dealers in farm products are not dependent entirely upon Government reports concerning crop conditions. They have agents and correspondents, usually local buyers, throughout the United States, who keep them posted upon local conditions; and the large buyer or speculator in return gives to these local buyers or correspondents such information as may be of benefit to them, or else pays them direct salaries. Local buyers always know the condition of crops in their vicinity better, as a rule, than the average farmer because it is their business to keep well informed.

The farmer cannot, by refusing to report conditions, prevent buyers or speculators from knowing crop conditions; but were it not for the Government Crop Reports, which are based largely upon reports rendered by farmers and are made for them as well as for dealers and consumers, the farmer could not be sure of receiving any information from a disinterested source. He knows fully the condition of crops in his immediate vicinity; but he must depend upon the reports of others, in newspapers or in special circulars sent out by speculators, for information regarding the conditions of the entire crops throughout the country in which he is principally interested. The prices in his home market are influenced by the condition of the whole crop and not by local conditions; and if he is not advised as to general conditions he may be made the victim of false reports and induced to take lower prices than his crop is worth. The entire wheat crop of a vicinity, county, or even an entire state, may be large, but if the crop for the country in general is small, he is entitled to and can secure a higher price than if conditions were good and yields large throughout the entire country.

As a general thing, private crop reports, as published in newspapers or issued by large grain dealers, are in the main reliable; but, on the other hand, misleading reports are occasionally sent throughout the country to influence prices in the interest of speculators. The average farmer, as a rule, cannot know which of these reports are reliable and which are sent out to mislead. Here is where the Government Reports are valuable. They are known to all to be entirely disinterested and unbiased, and they enable farmers to keep themselves informed as to general conditions, and at the same time they serve to check and limit the wrongful effect of false reports sent out by persons interested in forcing prices to points not justified by actual conditions.

The more certainty there is as to the supply of and demand for a crop, the less hazard there is in the business of distributing the crop for the benefit in the long run of both producer and consumer.

Large manufacturing firms and agricultural implement or hardware dealers, who neither buy nor sell farm products, are much interested in the prospects and condition of crops. This knowledge enables them to distribute their wares more economically, by sending large consignments to sections where crops are good and farmers have the power to buy and less to sections of crop shortage where there is obviously less demand. Few farmers realize how much is saved by the even distribution of wares which they buy, from a knowledge of crop prospects. By this saving, farmers in the long run are benefited.

It is important to railroad companies to know the probable size of crops in the country in order to provide sufficient cars. The more nearly they can learn the size of the crops the better able are they to move economically and promptly. Here, again, in the long run, farmers are indirectly benefited by the cheaper distribution of the crop due to better information of crop conditions.

Under modern trade regulations and conditions, prompt and reliable information regarding agricultural areas and prospects is an important factor in the proper conduct of commercial, industrial, and transportation enterprises. The earlier the information regarding the probable production of the great agricultural commodities can be made public, the more safely can the business of the country be managed from year to year. Retail dealers in all lines of goods, whether in city or country, order from wholesale merchants, jobbers or manufacturers the goods they expect to sell many weeks, frequently months, before actual purchase and shipment. Jobbers follow the same course, and manufacturers produce the goods and wares handled by merchants of every class far ahead of their actual distribution and consumption.

For example, retail shoe dealers place their orders

in summer for shoes to be sold during the fall, winter, or following spring months. Wholesale shoe dealers and jobbers, similarly, order from manufacturers the particular qualities and styles of shoes indicated by the orders of the retail dealers in such quantities as the orders show to be necessary. The manufacturers, constantly receiving these orders, adjust as closely as they can their purchases of material, employments of operatives and quantity of output so as to enable them to supply the quantity of shoes which have been or are likely to be ordered, their aim being, on the one hand, to meet fully and promptly the requirements of trade (in other words, the demand of the purchasing public) and, on the other hand, to avoid such over-production as will result in a large surplus unsalable except at a loss. The same ideas and rules prevail throughout every branch of trade, commerce, and transportation, the shoe business being simply an example of other lines of business in the matter of "doing things in advance."

Now, it is universally conceded that farming—agriculture—is the basic industry upon which all other industries greatly depend. The measure of the country's crops is to a large extent the measure of the country's prosperity, and the purchasing power of the people is increased or diminished as the crops are bountiful or meagre. Therefore the commercial interests of the country are vitally affected by the quality and quantity of the crops; and it becomes a matter of vast importance to them to know in advance what the crop prospects are during the growing season and what the output is at harvest. With such information carefully and scientifically gathered and compiled, and honestly disseminated, so that it can be depended upon as being as reliable as any forecast or estimate can possibly be, and relied upon as emanating from an impartial and disinterested source, the merchants and manufacturers of the country can certainly act with a degree of prudence and intelligence not possible were the information lacking.

If reports show, during the growing season, that the condition of wheat is such as to indicate a full crop on a large area, the merchants of the wheat-producing sections of the country know that they can give liberal orders for goods to be handled by them several weeks or months later; the manufacturers, located far from the wheat fields, know where there will be a large demand for such of their products as are used by all dependent upon the wheat industry; the railroad companies know they will have heavy freights to transport; and so the advance knowledge regarding the probable outcome of the crop serves as a guide to every branch of commerce and trade connected with the wheat-growing areas of the country. The same is true as to the other crops: corn, cotton, oats, rye, tobacco, etc.

If, on the other hand, the condition of growing crops is unfavorable, reliable information to that effect is equally—in fact, more—important to trade and commerce than when the promise is good. For when conditions are unfavorable, the merchants, manufacturers, and transporters must move with a degree of caution not necessary when the prospects are highly encouraging.

It was to remedy the evils and to subserve and protect the interests of all, as above noted, that Congress provided for issuing monthly of Crop Reports; and the crop-reporting service of the Department of Agriculture aims to supply the public at large with impartial, unbiased information regarding crop areas, conditions and yields, which, it must be apparent, is highly essential and beneficial not only to farmers, but also and equally to our commercial interests of every kind and class. The character of the Government Crop Reports, which have been issued regularly now for nearly half a century, is not and cannot from their very nature be exactly accurate. The Reports are estimates, and purport to be nothing else than estimates, but they are not random, haphazard guesses; they are carefully, scientifically and well-considered estimates, based on the best available and widest possible range of information.

The Reports relate, first, to the probable planted area of the principal crops of the United States, which, according to the last United States Census, constituted 80 per cent of the value of all agricultural products. The crops concerning which acreage estimates are made, are as follows: Corn, wheat, rye, oats, barley, buckwheat, flaxseed, cotton, rice, tobacco, hay and potatoes. The estimates regarding the crops named are made each year at or about the beginning of the planting season, or perhaps a little after, in some cases.

Acreage estimates are based on the percentage system. The acreage planted to a given crop,—wheat, corn, oats, etc.—is reported to the Bureau of Statistics by correspondents and agents in figures indicating their judgment as to the percentage of the previous year's acreage which is planted in the current year. The acreage of the preceding year was estimated in the same way, and so on for each preceding year back to the year in which the acreage was definitely ascertained by the Federal census. This is the only method by which acreages can be indicated, each year, short of an annual agricultural census, which, of course, is out of the question. There is no way of correcting or adjusting the annual acreage estimates between censuses; but once in ten years they can be adjusted; and the forthcoming figures of the recently taken census will enable the making of such adjustment in the near future.

The existing law requires the taking of agricultural censuses hereafter, every five years, instead of decennially, as in the past; and the carrying into effect of this law will enable the Bureau of Statistics to adjust and revise the annual acreage estimates quinquennially and thus render them even more dependable.

Secondly, following the estimates regarding acreage, come the condition reports which are made

from month to month during the growing season and include not only the crops concerning which acreage estimates were made, as before referred to, but also other so-called "minor crops," several of which are of such great and growing importance as to justify, in the near future, quantitative estimates regarding them. Altogether during the year estimates regarding conditions are made for fifty-five separate and distinct crops.

The condition reports are expressed in figures representing a percentage of a normal condition, a normal condition being represented by 100. If prospects at the time of the report are that three-quarters of a crop will be probably harvested, the condition at that time would be represented by the figure 75. If conditions chance to be so bad that only half of a crop is believed to be the prospective measure of the harvest, conditions will be reported by the figure 50; and so on.

I may say that there has been a great deal of misapprehension regarding the meaning of the word "normal," although it has been in constant use for upward of 50 years in Government crop estimates. I think, however, that at present the meaning is pretty generally understood; and it is almost universally accepted among thoughtful people who have knowledge of statistics that the "normal" is the only possible tangible basis upon which crop condition estimates can be predicated. It has been suggested by some who have not thoroughly looked into the subject that the "normal" ought to represent a given yield per acre in each state; or in each locality reported upon, or for the United States. Others have suggested other bases upon which reports should be made. For example, they would have the crop described as "good," "fair," "indifferent," "bad," "failure," and so on. These systems have been tried, as have many others, and have been found absolutely wanting. They fail to enable the making of intelligent estimates that can be used in comparison with figures for preceding years, and have been shown to be wholly inadequate to an intelligent, understandable system of crop reports.

The status, that is, the general condition as to healthfulness and prospective yield of growing crops from seed time to harvest—has always been of vital interest and importance. Before systematically prepared reports were issued by the Government for the whole country, crop conditions and probabilities of abundant, average or meagre yields, were, and always have been, and are still, the subject of constant discussion. Formerly, however, and even now to some extent, such estimates were indefinite and intangible; they were expressed in words as variable in meaning as the personalities of those using them and incapable of translation into any form of statement capable of clear interpretation or intelligent comparison. For example, an agricultural observer would describe a certain crop as "doing fairly well"; another would say, "the crop is in need of rain"; another, "prospects are fair"; another, "crop is growing rapidly and with good weather will yield handsomely"; and so on. Such reports as these were wholly incapable of reduction to any definite understandable basis. It was necessary to read the entire mass of them in order to gather an impression upon which to base a formulated statement of their meaning which in itself would be more or less vague and indefinite. What proportion of a full normal crop such reports would indicate could not be decided upon by any one. The method possessed but little value.

Under the system adopted by the Government and now followed by nearly all other crop reporting agencies the statements of local reporters are expressed in figures instead of words, the figures representing the percentages of full yields expected under existing conditions at given dates in different geographical areas. Such reports as these can be tabulated and mathematical computations can be made giving such interpretation as afford definite reliable information. This is admittedly the best—in fact, the only—method by which growing crop conditions can be intelligently shown; and when the individual reports of large numbers of well-informed persons are properly rendered, their consolidation cannot fail to indicate existing prospects with approximate accuracy.

It should be said that there can be no such infallible judgment—no such exact knowledge of the promise of present conditions at a given time as will enable any one, no matter how intelligent or well-informed, to indicate by figures, or in any other manner, precisely what relation an existing crop condition bears to an ultimate harvest. The observer can do no more than to make an estimate based on his best judgment and knowledge and render his report accordingly. It would be wrong to assume that the indicated condition of any crop at any given time during the growing season will certainly foretell the ultimate production. Many contingencies may, and frequently do, arise before and up to the time of harvest affecting the final yield, either adversely or beneficially. The conditions during the growing season are subject to frequent change. Every crop is almost constantly either deteriorating or improving, and any foretelling of the final harvest returns based upon condition estimates made during the growing season could not be verified unless the condition estimates were exactly correct and no change in condition occurred after they had been made.

The value, therefore, of condition reports does not consist in the exact foretelling of an ultimate harvest, but in the representations they give of the prospects at given times before harvest, expressed in such a manner as to convey definite meanings capable of being readily understood and of enabling comparisons to be made with conditions, similarly expressed, at corresponding periods in preceding years; and, also, in giving to those interested an approximate idea of the probabilities of the harvest.

In addition to the acreage and condition estimates

made by the Government, there are made at the close of the season, at or about harvest, estimates of yield per acre and total production. These estimates are made preliminarily during the time of harvest, but at the end of the year, annually in December, final estimates are made, giving revised figures of the preliminary estimate, the revisions being based upon such information as can be secured up to the time of the making of the final estimates, affecting, either by way of increase or decrease, the preliminary figures.

As to the method of making Government Crop Reports—this is a matter which has been and is being constantly inquired into. It has been fully described time and again; but there seems to be a never-ending desire for reiterated information regarding it; and I am glad of this opportunity to convey the information to such of you as may not already possess knowledge of the methods in question.

First, then, as to the sources of information upon which the making of Government Crop Estimates is based, the Bureau of Statistics has four great sources through which data are secured. We have a corps of township correspondents numbering between 30,000 and 40,000. It is the intention to have one or more intelligent farmers in every agricultural township in the United States who is willing to make and does make monthly reports to the Bureau of Statistics.

Secondly. There is a corps of county correspondents, one of whom resides in each agricultural county in the United States. The county correspondents each have from three to ten friends scattered throughout the county, who report to him each month; he uses the reports thus made to him, combined with his own knowledge and information, in making monthly reports to the Bureau of Statistics.

Third. In each state there is a salaried employee known as a State Statistical Agent. He maintains a large corps of correspondents throughout his state, who report to him each month. The State Statistical Agent in the more important agricultural states performs considerable travel for the purpose of personally familiarizing himself with crop conditions. Each of these agents tabulates and scientifically computes the reports rendered him monthly by his correspondents, combining the information thus secured with his own knowledge and information in making monthly reports to the Bureau of Statistics.

Fourth. There is a corps of Special Field Agents, each one of whom has two or more states through which he travels, interviewing farmers, agricultural implement dealers, country merchants, grain and elevator men, produce dealers, country bankers and any others who by the nature of their business are well informed regarding agricultural conditions and prospects. The Special Field Agents also go into the fields and personally examine the crops. The information thus secured enables them to make reports monthly to the Bureau of Statistics.

In addition to these four general sources of information the Bureau has special lists of correspondents, such as mills and elevators for the wheat crop, cotton ginneries for the cotton crop, and various other classes for other crops, who report to the Bureau whenever called upon. Altogether there are upward of 130,000 voluntary correspondents of the Bureau, none of whom receive money compensation. The State Statistical Agents and Special Field Agents, above referred to, are salaried.

Blank schedules of inquiry are prepared in advance and sent to these different classes of correspondents and agents, each of whom reports independently of the other and none of whom are in two separate lists. A careful record is kept so as to avoid the duplication of correspondents. The blanks sent each month to the different classes of correspondents and agents contain exactly the same inquiries; and they are mailed, together with return penalty envelopes upon which no postage is required, in ample time to enable each correspondent to send his report to Washington, or to the State Statistical Agent or to the Special Field Agent, and permit their use in tabulating and computing, so as to be available in the rendering of the estimates promulgated by the Bureau of Statistics each month.

The reports from each class of correspondents and agents are tabulated separately. The separate results shown by such tabulations are then tabulated on sheets in parallel columns, the figures for each state being placed opposite the name of the state, so that when the estimates are to be prepared the Crop Reporting Board—which will be described a little further on—will have before it quadruplicate sets of figures and frequently additional sets received from special correspondents, which are utilized in formulating the estimates of the Bureau.

A word as to the method of tabulating and computing the reports. They are not set down one under the other, added, and divided by the number of the reports, thus securing what would be termed a "straight" or mathematical average for each locality or state, but they are tabulated by counties and they are scientifically "weighted" in accordance with the relative importance of each county as a producer of each crop dealt with. If a county in a state has four times as much area devoted to a specified crop as another county, it is given four times the weight in the computation, so that the results arrived at for each state are scientifically "weighted" averages of the reports, which reflect conditions more accurately than would be possible if "straight," or mathematical, averages were obtained.

When the figures for the entire United States are to be arrived at, the figures decided upon by the Crop Reporting Board for each separate state are "weighted" in a manner similar to that employed in "weighting" county figures for the separate states, each state being given its relative impor-

ance, compared with the other states, in computing the final figures for the entire United States.

The Crop Reporting Board consists, as a rule, of five members. The Chief of the Bureau of Statistics acts as chairman; the Associate Statistician, and another agricultural statistical scientist in the employ of the Bureau at Washington, serve on the Board regularly; and each month two employees of the Bureau, either special field agents or state statistical agents, are brought to Washington for service on the Board. Different outside employees are brought in each month so that the personnel of the Board is changed monthly.

The Board having the figures reported by the various classes of correspondents and agents before it, arranged in parallel columns, and having the Weather Bureau reports and notes of agents and correspondents read to them, consider the figures reported by the various classes for each state. Each member of the Board decides in his own mind what the figure for that state should be, working independently and without consulting any other member. When the Board members have all made their separate estimates for all the states, their papers are assembled and the figures of each member are tabulated on another sheet in parallel columns. This last sheet is then again taken up by the Board; and where their judgment varies as to what the final figure should be, the matter is discussed and various considerations, arguments and reports are gone over again until a final figure is reached by the Board.

It may be stated that as a general rule the independent figures made by the Board members separately, before consultation, are generally close together and require but little adjustment. It is only occasionally that the figures widely diverge, and it is without great difficulty that agreements are reached.

The deliberations of the Crop Reporting Board are carried on behind locked doors in rooms from which all egress and ingress is prohibited, and all telephone connections are severed until after the Report has been published.

Reports as to speculative crops, such as corn, wheat, oats and cotton, from Special Field Agents and State Statistical Agents are not received by the Bureau of Statistics, but are rendered to the Secretary of Agriculture, who keeps them in a locked receptacle until the morning of the day on which the reports are to be issued. He then brings them personally to the rooms in which the Crop Reporting Board meets and delivers them to the Chief of the Bureau of Statistics, under whose direction they are tabulated in parallel columns with the reports of township and county correspondents for use by the Crop Reporting Board.

When the Board has finished its deliberations and reached the results to be published, the leading features of the report are multigraphed and at a given time, fixed in advance, they are handed to the operators of the Western Union and Postal Telegraph Companies, each of which maintains an office in the Department of Agriculture, and, at the same time, they are handed personally to the representatives of the principal press associations and newspapers and all others who may be on hand to receive them.

In preparing the Reports of the Bureau for publication the work is performed under high pressure. The Board convenes at an early hour—long before other Government offices are open—and works continuously and incessantly, frequently up to the last moment before publication is to be made. Occasionally the hour of publication has been deferred because the Board could not complete its work by the time previously announced for publication.

At the time announced for publication all other business is refused by the telegraph companies and the wires are held open for transmission of the Report, which is sent in every direction throughout the United States simultaneously, thus giving no section of the country an advantage over another section and no individual an advantage over another individual.

I think that the foregoing sufficiently explains our methods. I may say that we have frequent requests from persons who are interested in and largely rely upon our Reports for advancement of the hour of publication. We have frequent other requests from other people, equally interested, that they be deferred to a later hour. It is impossible to suit everyone. There seems to be no majority one way or the other. We have, therefore, made it the rule to issue the reports at the earliest practicable hour consistent with careful work. Formerly some of the reports were issued earlier than at present, but the work was more hastily performed than it should have been in some instances, and the additional time we now take serves to enable us to render more deliberate and therefore more dependable reports.

In an address of this nature it is impossible, of course, to go into all the detail and minutia of our work; it would be tedious and uninteresting. But, if there be any who desire further and fuller information, and will address a request to the Bureau of Statistics, Department of Agriculture, he will be supplied with literature in the way of annual reports and special circulars, or a specially written letter, which will give the desired information.

I thank you, gentlemen, for the attention you have given this prosaic recital of the reasons for, character, and methods of making Government Crop Reports.

The President: You have heard the report of the committee on crop reports. What is your pleasure?

Mr. Rockwell: I move that the thanks of the Association be tendered to the gentleman (referring to Mr. Victor H. Olmsted) who so kindly gave this

report, and that our great appreciation be expressed.

Mr. Mayer: I second the motion.

The motion was duly carried.

Mr. Grimes: I would like to make a statement for the benefit of the country dealer. If there is any such here who is desirous of receiving the Government Reports by wire at the same time the exchanges and the newspapers get them, all they have to do is simply write to Mr. Olmsted, and he will wire them the Report at the same time he wires to the exchanges. I have made that statement, I believe, once or twice before, but I always like to repeat it, because I feel there are a great many dealers, in the country especially, who would like to have this Report. It costs you only the amount of the message, whatever that is, and it is usually drawn in such a manner that there are very few words in it. Therefore, I would suggest that any country dealer who desires this message, needs simply to make application to the Department of Agriculture and he will be furnished with it.

ADDRESS OF GOV. SANDERS.

The President: Gentlemen of the Grain Dealers' National Association, we have the honor to have with us this morning, Governor Jared Y. Sanders of Louisiana. Governor Sanders has consented to speak to us on a subject in which we are both interested. Louisiana was formerly not a grain state, but lately it has become one, and we have a joint interest in that way. It has been decided that the Governor is in favor of a Panama Exposition, also, and he is in favor of that exposition being held at New Orleans; and the Grain Dealers' National Association has stated that they were in favor of that. That makes two points on which we are in unison. Gentlemen, Governor Sanders.

Governor Sanders said:

Mr. President and members of the Grain Dealers' National Association: I want to thank your management for the kind invitation extended me to be with you all today and to talk to you somewhat on things that perchance are of interest to each one of us and which go to make up the things that we look to in the future for our prosperity.

The Grain Dealers' Association is nothing new to me nor to my people. We have heard of this Association; we know its objects, its purposes, its ideals and its aspirations. I had occasion not very long since to look into the management of this Association somewhat and to familiarize myself in some small degree with your purposes and how you carried those purposes out. It is a trite saying and an old one, that "Honesty is the best policy;" and I believe, Mr. President, that all of us can truthfully testify that that seems to be the guiding star of your Association—honesty amongst yourselves and honesty in your dealings with your fellow men. (Applause.) An association organized along those lines and carrying into effect those primeval principles of business is bound to make for the good of all the people of all this country. It might be, and it perchance is, that sharp dealing sometimes wins a temporary victory; but to those who look not to the immediate morrow, to those whose ideals extend over a period of time, it can be truthfully said that if they deal with others as they themselves like to be dealt by, it makes not only for the good of the individual but for the good of the whole.

"Business fair dealing" has been your motto; and I believe, as do you, that in all things absolute honesty of purpose and sincerity of conviction ought to actuate the great heart of the business men of America. I believe, too, that the great mass of mankind is honest. I believe the great mass of business people of this country are honest. I am not one of those who despair of business methods and despair of the Republic because now and then we see things we cannot approve of and we hear of things that we must condemn. Those are the exceptions in this country of ours; not the rule. The great heart of this people keeps time and step to the music of honesty and of sincerity. (Applause.)

I am glad to be with you, gentlemen, and am proud of addressing a body of business men whose ideals are lofty, whose purposes are commendable, and who not only preach honesty but practice honesty. (Applause.)

As your President truthfully said, Louisiana up to a few years ago was not a grain producing state. In common with all the other Southern states, our energies in the agricultural line went to the making of cotton, and we raised cotton and cotton alone; and we made cotton so cheap that while we clothed the naked we ourselves at times were hungry.

About four years ago, after a great number of us had preached diversification of farming until it seemed as if no one would ever heed the warning, we were invaded by an insect; and the Mexican boll weevil has done more for the farmers of Louisiana than all the agricultural colleges and scientists combined. He, the boll weevil, taught the stern lesson to our people that they could not raise cotton; and lo, and behold, when that lesson was borne in on the hearts and the consciences of the farmers of my state, they awoke to the realization that they had a soil and a climate that would raise any crop

in the world that was planted, and would raise a crop every month in the year. And after four years of the devastating, dreaded march of the boll weevil that was to make paupers of us all, after the boll weevil for four years had eaten our farmers out of house and home, after four years of wailing and gnashing of teeth, on January 1 of this year we were in this deplorable condition, that there was more money on deposit in the banks of the state of Louisiana than there ever had been in the history of that fair Southern state. (Applause).

We raised corn; and it used to be that we raised cotton and sold our cotton and bought corn from the people in the great Middle West. And when we found we could not raise cotton, amongst other things we turned to was corn, and last year, for the first time, the state of Louisiana shipped millions of bushels of corn to Europe that ranked—that graded, I believe is the proper term—A-1 at the ports of Europe and for which we received many millions of dollars in return. We have become a great corn-producing state, and we have done more than that. We have become a great truck producing state.

We have in Louisiana a soil and a climate that enables us to raise and harvest a crop every month in the year. Just one parish—we call our counties parishes in Louisiana—there are a great many funny things about Louisiana; for instance, in one section the Mississippi River runs due north and the sun rises on the west bank of that mighty river—we call our counties parishes; and one parish alone last year shipped to the people of the North some six million dollars' worth of strawberries alone, Mr. President. We, our people, have gone into all kinds of diversifications of farming. Cotton is a thing of the past. We used to raise from one million to one million, five hundred thousand bales, and now we raise from two hundred to two hundred and fifty thousand bales, just simply to let the rest of the country know that there is nothing but what we can grow in Louisiana. (Applause and laughter.) We raise sugar cane; we raise rice—that is a grain, too, that we would like to have the people of the country realize the possibilities of, both as a food product and as an agricultural crop; we raise corn and oats. I was on a little farm in Louisiana some two weeks ago—Mr. Thompson's farm at Wilson—and I asked him how much oats would he raise this year to the acre; and he said he was only cultivating his land so he might make 55 to 60 bushels to the acre. He said, "I can raise a hundred, but it is a little bit dangerous; for if we have a heavy wind or a heavy rain just before harvesting, the head is so heavy that it is liable to fall and I would lose my entire crop; so, therefore, I only fertilize and cultivate to make not exceeding 60 bushels to the acre." It strikes me that is a fairly good crop of oats, isn't it, Mr. President, for the hill land of our state? As far as the bottom lands are concerned, the other day we had some Iowa people down to look at some of the reclaimed lands of Louisiana upon which we were raising corn, and there was an analyst along in the group, and we showed him the crop of corn and the land and he analyzed the soil, and he gave our agricultural department a written certificate over his signature, which we have had published, that that land will make a crop of corn of from 50 to 60 bushels to the acre for one thousand years without fertilization. That is the certificate of a prominent agricultural scientist from Iowa, which he gave to us officially, over his own signature, and which we have published for our agricultural department. The boll weevil, as far as we are concerned, has been a blessing, not in disguise. There is nothing like putting the American people up against a proposition; and when we had to face the situation of ultimate starvation or raising something that we might eat and sell, we really preferred the latter alternative and refused to starve. (Laughter.) We have been trying to teach our people for a number of years this thought: That no agricultural country in the world can be a prosperous country if it depends for that prosperity upon any one crop. And what we signally failed to accomplish, this Mexican boll weevil has done effectually. And our people today are raising what they want for their use at home, and are adopting the good old Middle West idea of selling the surplus to their neighbors.

Of course, each and every one of us are proud of our individual state, and each has individual convictions. I said something in this city yesterday that I would like to repeat to this gathering from other states. It was in exemplification of the old Chicago spirit that has built up this magnificent imperial city by the lake in almost the same length of time that Aladdin accomplished his wonders by the rubbing of a lamp, and that was the spirit of Chicago first, last and all the time. An Englishman who met a Chicago man on a train asked him how many great cities there were in the Union and the Chicago man said there were three great cities in the United States. New York was one and Chicago was the other two. Of that spirit is born progress; of that spirit prosperity must come. We in the Far South—the truth must be told—we in the Far South could make a living too easy to exert ourselves. The soil was too rich; the climate was too balmy; the opportunities were too great, and in the years that used to be we did not reach out and try to make and take advantage of all the opportunities that had been given to us by wondrous Providence. But we have now reached that stage in our civic life when we believe, as the man said to the fellow from a town in a neighboring state—he said: "When you go away from home, brag about your state, brag about your country, brag about your town, swear you have got the best state in the Union, take your oath that you have got the best county in the state, and affirm before high heaven that your town is the best town in the county (Laughter and applause.) Swear to it," he says, "and if it ain't true, swear to it anyhow, and then go back home and work to make your swear come true." (Laughter and applause.) That is the



GOVERNOR JARED Y. SANDERS OF LOUISIANA.

spirit that we people of the South are working with today. We know we have got the soil, we know we have the climate, we know we have the opportunities, and the Far South is awake. The tremendous possibilities of the country not only spell prosperity and riches for us, but they spell prosperity and riches for the entire Mississippi Valley. There isn't a portion of this Union between the mountain ranges, there isn't a section of this United States, but must quicken into greater life and greater prosperity as the South develops her resources.

Take and study the history of your race and mine. The earliest dawn of history teaches us that the European race first made its appearance upon the plateaus of Asia, and westward—ever westward—has the great white race taken its way. It battled against the English Channel and then crossed and occupied the British Isle; and for centuries it was held in check by the almighty waste of the waters; but when Columbus crossed those western seas and opened up this continent to a people, then the white race leaped across the Atlantic and crossed to North America and has made that the garden spot of the world. Westward—ever westward—in this Union has the white race marched until today it is beating against the coast of the Pacific; and farther west, Mr. President, your race and mine cannot go. Further west it cannot go, because across the great Pacific you come in contact with the crowded yellow races of the world. And the next great movement of the white race must be toward the South, Mr. President.

In the days that used to be, two lines held us to the westward course. There was a frost line to the north, there was a fever line on the south, and in that temperate zone, between those two lines, the white race ever held its way toward the West. Man cannot conquer the frost line of the north, but man's brain and Americans' skill has conquered the fever line of the south, and today that line no longer exists; that harrier has been torn down by the march of the white race; and your people and mine must swerve from the baffling waters of the Pacific—must swerve toward the south. And when it does—when it does, the possibilities of the South will burst upon a startled world and reveal the richness of nature as it has never been revealed before. (Applause).

Why, here in the great city of Chicago, less than a year ago, one of your great journals, speaking of the richness of Louisiana, stated that if by some great work of nature Louisiana could be picked up with her richness of soil, her climate, her possibilities, and placed in the westward march of the hurrying feet of the white race in about the position that southern Illinois is, then its riches would attract a greater rush of emigrants than did the gold fever of California attract in '49. Just one thing—down in Louisiana we have one sulphur mine alone that produces more sulphur every day than all the rest of the world combined. Down in Louisiana we have five salt mines whose output every day equals all the salt of the rest of America. Down in Louisiana we have the greatest oil fields in the world today; and the Government expert who came

down there the other day to examine our gas fields in Kato Parish, stated that there was a power and a force wasted every twenty-four hours greater in generative force than even the great Falls of Niagara itself. We have the greatest gas fields, the greatest oil fields; we have the greatest amount of standing timber that is today in the Union. Last year our output of timber just shaded that of Washington on the Pacific slope. We raise corn and cane and rice and cotton and truck and everything that you can find. We have the greatest lumber mill in the world situated within fifty miles of New Orleans. That lumber mill, built of stone and steel and concrete, has a daily cut of 700,000 feet a day. We are doing things down in Louisiana. Ten years ago, in the Constitutional Convention, in which both his honor, the mayor of the city, and myself had the honor to sit as members, we realized that we needed railroads in Louisiana; and we said to the capitalists of the world, bring your money to Louisiana and build railroads with it and we will not tax them for a period of fifteen years. And within eight years after we had passed that ordinance we had more than doubled the railroad mileage of the state. The impetus that movement received in those eight years is still going on, as the mileage in Louisiana is being added to month by month and year by year.

When I first became Governor, the thought struck me that we had all these things but what we needed was money; and we passed a constitutional amendment saying to all the people of the world, "Bring your money to Louisiana and place it in the development of this state and it is exempt from all taxes for all time. We don't tax the money if you bank it in Louisiana." You can place it in mortgages, or bonds, or deeds, and you have to pay no taxes—state, parochial or municipal. We have spent since the Civil War \$50,000,000 and over, doing what? Keeping the waters of the Mississippi within their banks. Men of this Association, twenty-five states of this Union drain their water down on us in Louisiana; from twenty-five states of this Union, every drop of water that comes from well or from heaven passes our doors. We have taxed ourselves until the great river itself answers to the bid of the human brain; and today the mighty river rushes from the northern line of Louisiana down to the Gulf and every man sleeps in perfect security behind the bulwarks raised by Louisiana money and backed by Louisiana brain. We are spending millions of dollars today in reclaiming our wet and waste lands. We are spending millions of dollars in building good roads throughout the length and breadth of our state.

And now we come to you, and you have generously granted your endorsement. We thought some years ago that when this Panama Canal was completed that this event ought to be celebrated. We believed that that canal was being built for a specific purpose. Not for war, not for bloodshed, not for conquest, not for glory, not for renown; we believed the American people had put their brain in that project in order to build up better commercial and friendly relationship with the people of the world. We believed they built that canal for the commercial

benefit of this Union. We thought the fittest way to celebrate the opening of that canal would be by a great international exposition where all the people of the world could come together and let one see what the other made or produced that he himself might lack. And when we came to that conclusion we thought, without prejudice, that the proper place to hold that Panama Exposition would be in the greatest city lying closest to the canal itself; and we then decided, some three or four years ago, to ask the people of the Union to help us locate this exposition in the city of New Orleans, the metropolis of the South, the greatest seaport closest to the greatest work ever undertaken by this or any nation in all the annals of time.

Today there are only two cities bidding for this exposition—New Orleans and San Francisco. Not a word have we to say against our Western competitor. If there is one thing the people of the South admire more than they do anything else it is pluck; and when we look to the far Pacific coast and see that splendid city that has risen upon the ashes of the old, we take our hats off to the pluck of the people of San Francisco. Were this exposition intended to celebrate the annexation, we will say, of the Philippines to this country, then San Francisco would be the logical place for the celebration; but when it is planned to celebrate the mingling of the waters of the Atlantic and Pacific through the Gulf of Mexico, it strikes us that exposition ought to be held in our city that is only three or four days from the Isthmus itself, the canal we are celebrating. A man living in San Francisco, working on the Isthmus, can leave the Isthmus, come to my residence, take a train and go to San Francisco, spend eight days with his family, go back to his work via New Orleans and reach the Isthmus in a shorter space of time than he can sail direct from the Isthmus and reach the city of San Francisco. Think of that! The Cape Verde Islands, off the coast of Africa, are closer to the Panama Canal than is the City of San Francisco.

What do you want to hold the exposition for? Educational purposes. Let the people of the world see what you have got and go down there and let your people see what the other fellow has. Where, therefore, ought it to be located? At a point where most people can see it. Within 1,500 miles of the city of New Orleans there live 90,000,000 of people. Within 1,500 miles of the city of San Francisco there only live 17,000,000. Within 1,500 miles of the city of New Orleans 90,000,000 can get to that exposition within an average time of twenty-six hours, and within the same distance from San Francisco it would take over ten days for 90,000,000 people to get to San Francisco. We have every argument on that point. But there is one that is stronger than that. Ninety per cent of the trade of South America today is controlled by Europe. Ninety per cent of that trade belongs to you and me; and we are going to have it, men of America. (Applause.) We may not have it now, nor next year, but it is western hemisphere trade and the western hemisphere is going to control it. (Applause.) Trade seeks the lines of least resistance. You will never force the trade of South America into the Union through the northwestern port of San Francisco, or the northeastern port of New York. If you want it, you must reach out for it and get it into this Union through the Gulf ports, because that is the all-water haul.

When our people, years ago, began to work for deep water from the Lakes to the Gulf, every congressman from Louisiana and every senator, whether coming from the lowlands or the hills, voted for that deep water project; and there isn't a congressman in Louisiana today who could be re-nominated or re-elected if he stood against the deep water project that will make cheap transportation for you and yours to sea water. You must get that trade through the Gulf ports. The great Mississippi River and its tributaries offer cheap transportation to tide-water, and there it is taken aboard ship and can be distributed both to the Pacific and the Atlantic coasts of South and Central America. That trade, men, we must have. That trade is ours. And if we don't reach out today and grasp the possibilities and attach them for ourselves, we're just putting that much more work upon the shoulders of our boys, because they have got to get it.

When we invite the people of South and Central America to the exposition, where we hope to build up friendly relationship, out of which relationship trade relations will grow, where is the most typical city in the Union to invite them to come? To New Orleans. Why? Because, when the Latin of South and Central America comes to New Orleans, he is not coming to a strange city amidst strange faces and strange surroundings; he is coming to a city that was once his; for Louisiana was once a Spanish province and New Orleans was once governed by a Spanish government. And when the Latin of South and Central America comes to New Orleans, he meets an atmosphere just as he has at home. He meets men and women of his own name, of his own race, who speak his own tongue—not as it is taught in schools or seminaries—but as it is taught at the mother's knee. The congressman who introduced the bill in Congress to locate the exposition at New Orleans is of Spanish descent himself, who can convert the American language into the soft, sweet language he is accustomed to hear at home. Half of our people and state are Latin. We can bring these people there, you can meet them there; and friendships must spring up, and from these friendships engendered in this way trade relations must invariably come.

Then we have a city down there—pardon me if I say a word of it—a city that every man in the Mississippi Valley is proud of in a way. Oh, it has had its trials; it has had its troubles, its sad places, but, thank God, the men and women of that city set their faces to the future. They have overcome every difficulty, and today New Orleans has as splendid a

water supply as there is in the Union. Today we are building twelve to fifteen story blocks. We have spent millions of dollars in draining that city. Its health today compares with the health of Chicago, and Chicago is a new city, filled up with new people, filled up with young, able-bodied men; ours is an old city, one of the oldest cities in America, but it is one of the newest today in enterprise and in energy.

Put this exposition in New Orleans where one street divides the old from the new. Put this exposition in New Orleans where the man from South America can come and below Canal street see the courtyards built just as they are at home, hear his own language spoken—where Canal street divides one great city into old Paris and ancient Madrid on the one side and the modern American bustling city on the other. Put it there with us where the promise of the old meets and mingles with the realities of the new each and every day. Put it there with us and we will promise to show you grit, and energy and enterprise; we will promise to show you a city and a people that are doing everything possible to bring up the prosperity, the prosperity that means and spells as much to you as it does to it and them. Put it there with us and we will give you the welcome of an open hearted people, where the mad race for the golden coin has not entirely eliminated all thoughts of friendship and of hospitality. I thank you all. (Prolonged applause).

The President: Gentlemen, we have all enjoyed the very eloquent speech of the Governor of Louisiana, and I will say now that this Association stands on record as having passed resolutions in



W. M. BELL.

favor of New Orleans as the site of the exposition. (Applause.)

The Secretary made several announcements on behalf of the entertainment committee.

Thereupon recess was taken to 2:30 p. m.

TUESDAY AFTERNOON SESSION.

Convention called to order by the President at 2:45 P. M.

The President: The first thing on the program is the report of committee on natural shrinkage, Mr. W. M. Bell of Milwaukee, Wis., chairman. Gentlemen, Mr. Bell.

NATURAL SHRINKAGE.

Mr. W. M. Bell then read the following report:

Your committee to which was referred the subject of deduction for so-called "Natural Shrinkage" in the adjustment of claims for loss of grain while in transit, beg leave to make the following report:

While on some classes of grain, under certain conditions, there may be slight losses in weight while in transit in railroad cars, caused by evaporation, it is also a well-known fact that at other periods the weight is sometimes increased by the absorption of moisture. On a year's average the loss is doubtless offset by the gain in weight; and this phase of the subject may in this way be dismissed.

The principle upon which the railway companies first adopted a shrinkage rule was based on the fact that the weight of the grain was ascertained in the elevator, both at the point of loading and unloading, and that in the process of loading and unloading cars there might be an invisible loss for which the carriers believe they should not be held responsible. It is, therefore, quite evident that the rule adopted by the railway companies was intended to cover this supposed "invisible loss," rather than that of "natural shrinkage" of grain, and that the latter is a misnomer, so far as the treatment of claims for loss of grain in transit is concerned.

Through the efforts of not only this committee, but also those of other associations and individual concerns, practically all of the railway companies op-

erating in the West, and known as the Western Trunk Line Association, have, since May 1 of this year, canceled the rule which provided for various arbitrary deduction before settlement of claims was made.

This leaves us now to deal only with transportation lines operating east of Chicago, which formulate and publish their rules through the Central Freight Association.

On September 1st last, the chairman of that association issued a notice, stating that the Eastern lines will be governed by the following rule in payment of claims for grain shortage:

"Claims for shortage will only be entertained when it is demonstrated that such shortage is the result of wreck or defective equipment or transfer of the grain by the railroad companies en route, or other causes for which the carrier is liable. If claims for shortage are properly payable as a result of the foregoing contingencies, full amount will be paid and the claimants will not be called upon to deduct the percentages from their claim as representing natural shrinkage. This means that when the record is perfect claims will not be entertained."

The foregoing rule is being strenuously opposed by the shipping interests, as it is an effort on the part of the carriers to place the burden of proof for negligence upon the shipper.

The last clause of the new rule, which reads: "That when the record is perfect, claims for shortage will not be entertained," is in direct violation of Section 20 of the Interstate Commerce Law which provides as follows:

"That any common carrier receiving property for transportation from a point in one state to a point in another state shall issue a receipt or bill of lading therefor, and shall be liable to the lawful holder thereof for any loss, damage or injury to such property. . . . and no contract, receipt, rule, or regulation shall exempt such common carrier from the liability hereby imposed."

It is the shippers' contention, under this provision of the law, that where the carrier receives a certain amount of grain at a point of origin it is its duty to deliver a like amount of grain at destination, and failing to do so, it is up to the carrier to make good the loss as insurer of the grain, except upon evidence that the loss was due to causes beyond their control and for which they cannot be held chargeable, but the burden of proving this fact is upon the carrier rather than upon the shipper.

Information received from various sources indicates that this subject is being considered and discussed by committees of many grain exchanges and associations and that conferences have recently been held with the Central Freight Association.

It is our recommendation that this Association enter a protest against the present ruling of the Eastern lines and that a special committee be appointed to co-operate with the committees of other organizations, who are now considering this matter for the purpose of agreeing upon some uniform basis for the adjustment of claims for loss of weight in transit.

Respectfully submitted,

WALLACE M. BELL,
Chairman.

The President: What action shall we take on this very able report?

Mr. Grimes: I move that the paper read by Mr. Bell be received and filed, with thanks to the committee, and that the recommendation of his committee, that a special committee be appointed to carry out these changes, be adopted and the chair appoint a committee of three.

The motion was duly seconded and carried.

The President: This being a matter of next year's business, I will leave the committee of three to be appointed by my successor.

THE NATIONAL HAY ASSOCIATION.

The President: The Grain Dealers' National Association has for years worked side by side with the National Hay Association. As sister associations, we have worked together in perfect harmony. We have with us this afternoon the President of the National Hay Association, Mr. B. A. Dean of New York State. Mr. Dean, President of the Hay Association. (Applause.)

Mr. Dean: Mr. President and gentlemen: I will preface what I have to say with the remark that on entering your convention hall this morning I listened to the paper read by Mr. Reynolds, giving you a report on your legislation committee, in which he quoted from Senator Beveridge's speech, wherein he gave to the Grain Dealers' National Association the credit of being the grandest association of its kind in the land. I joined in the demonstration that followed, and practically my own notion conceded that to you. When, later, Governor Sanders, in the eloquent speech that he gave us, asked for everything for his own state, conceding practically nothing to any one else, I considered that while I was in Rome, I would behave like a Roman, and by my assent voted with the Romans and conceded him that honor. When I heard Governor Sanders' remarks, I thought of my own beloved

association. I thought possibly that I had erred; and I say to you that I shall go back to them, prompted by his remarks, to leave that matter for future consideration, to know which is the grander association. However, we will leave that matter without further consideration at the moment.

Continuing, Mr. Dean said:

Mr. President and Gentlemen of the Grain Dealers' National Association: It afforded me much pleasure, a few days ago, to receive from your honored president an invitation to be your guest at this the fourteenth annual convention of this great association; and the National Hay Association bows to the courtesy thus extended.

Upon forming the acquaintance of President Tyng and pondering in my own mind the reason for his accession to the post of honor that he now occupies, I was reminded of a story I once heard. A teacher in a Sunday school had been explaining to his pupils the story of Jonah and the whale, and wishing to impress on their minds the hand of Divine Providence in casting Jonah forth, he asked Johnnie to explain the cause of Jonah's deliverance. "Why," said Johnnie, "that whale knew he could not keep a good man down."

Now, Secretary Courcier, in his courteously worded invitation, says, "Come and give us an address on 'Co-operation.'" Yes, he used the word, "address," just as though it would be expected that a hay dealer—a common hay dealer—could make a public address; and yet while we are not as a rule possessed with much ability as orators, we do have a goodly supply of nerve; and so I answered him that I would come and say a few words on "Co-operation" between the Grain Dealers' National Association and the National Hay Association.

Do I mean by this to advocate the consolidation of the two? No! Far from it, as our interests are not identical, and in my own mind the greatest good could not be attained by such a union; but we have interests that are in the main identical, and by a uniting of effort and a concentration of action, we can bring about a proper respect for our demands, as to the mode of producing, grading and transporting the two greatest commodities in which this nation is interested. The United States produced last year \$2,921,010,000 worth of grain and \$689,345,000 worth of hay. These two make the stupendous sum of \$3,610,355,000. Why, then, the need of organizations such as we represent to be a guide to us in the handling of the same? I have been a dealer in and a handler of hay, grain and other farm produce for over twenty years, and if there is one product of the soil that has attracted my attention more than another, it is hay, having it at home in foreign markets; yet I believe mine is but a meager knowledge of its inner working at the best, as I know full well that others have acquired a greater degree of success than I, and from this fact I have learned the advantages to be gained by associating myself with them.

If the right spirit prevails in our association, if we are willing to divulge to, and absorb from each other those experiences that have proved advantageous; if we are willing that each should profit by the other's experiences; if contact between educated minds has its sway in our councils—we will arrive at a criterion that will be safe to follow; and with the time, energy, and thought that is being used in each of these two associations by men of ripe experience and practical knowledge of business methods, a harvest of results should be in store for us; and it is up to us to harness those opportunities as they present themselves and put them into practical use. Hence by co-operation between us we will be able to grasp the nucleus about which centers the best thought of the best minds of the practical business men that make up those two great commercial bodies.

There was a day when individual dealt with individual more independently than at the present, and the benefits of organization did not appeal to men as now. In fact, organizations such as the Grain Dealers' National and the National Hay Associations are in a measure of latter day invention. But a combination of interests, the centralization of thought and the close touch each with the other that characterize the working of our transportation companies, the cotton exchange, the mining and the manufacturing interests, has taught us an object lesson. I apprehend the working benefits of those strong organizations produced an incentive in the minds of those who formed the Grain Dealers' National and the National Hay Associations to get together and to gain the benefits that should necessarily follow.

The impression that oftentimes goes forth, that organizations similar to ours are for the purpose of inflating of values or the cornering of markets, is entirely erroneous. Rather, the reverse; for by educating ourselves to a judicial and economic mode of handling and transporting these two commodities from the producer to the consumer (which is our province) we are in a sense agents of the public and in a position to do them a service that is invaluable. As business men, if our action is in keeping with the formula thus laid out, the service rendered will warrant us in demanding a fair and adequate compensation for the labor performed, and the thinking public will bear us out in such demands.

Right in the face of the advent of the automobile and electric roads which are today belting our country and penetrating into the most remote rural districts, and the use of the telephone which has almost complete possession of the farming community, each has a tendency to reduce the demands for horse use; yet it is a well-known fact that the demand for hay and grain can scarcely be supplied in sufficient quantities by the producer in this country to meet the requirements upon us. Those

facts inspire us to aim for a still higher degree of efficiency in our work and to bring about this efficiency.

Pardon me in digressing for a moment to refer to one or two hindrances, namely: the spirit of unfairness that exists between shippers and receivers is deplorable, and too strong language cannot be used against the practice that exists in many localities. It has been demonstrated to us plainly in the past that there were goods enough for us all to handle and we ought to be willing to offer the same spirit of fairness to a competitor that we would ask him to give to us under like circumstances. I am speaking now to members of this Association, who are bound together by a united purpose of handling their business in a business-like manner; and I am inclined to say that it is to be deplored that verbal understandings between business men are not adhered to as closely as written contracts; for in my mind there is no court, or judicial tribunal, whose edict should be lived up to more closely than that of a gentlemen's agreement. There is nothing more offensive to the man of his word than to enter into an understanding with others, he holding his own word inviolate and then learning that those in whom he had imposed trust had violated it, without even giving notice to him. This is probably the greatest source for distrust and discord that we as Associations have to contend with.

Now, I am presuming to say that the strength and efficiency of our association work lies in its individual members, and if every member will bring to the attention of his associates the policies that he adopted that proved advantageous, the policies that he used that looked feasible but proved disastrous, then will the greatest good be achieved. When we as associations can get to that position that we can grasp the thought of every member and group



B. A. DEAN.

them into one grand whole, we will have arrived at a finding whose practice will be safe to follow.

I appeal to the members of your Association as well as to the members of our Association not to be entirely led by the influence or the mind of any one man or particular set of men, but I do appeal to you to heed the influence and advice and the grand central thought that is brought about by the grouping of many minds, and extracting therefrom the central thought of the whole membership of our associations, then will the influence of our associations be felt; then will we be recognized by the great commercial world as a power that will need to be dealt with; and in order to be successful, in order that our associations may grow and thrive, we must produce an appeal to the public that they can approve of, remembering that while we are associated in convention the scrutinizing eye of the public is watching our every move, is keenly sensitive to our every act, and the policies that we here adopt and take with us to our several home fields for action will be approved according to the degree of sincerity appearing in our work.

Mr. President and gentlemen, we meet in convention once a year; we enjoy its social features and the advantages we receive from coming in contact with men of like experiences to our own. I, in a sense a delegate from the National Hay Association, am enjoying immensely the opportunities this convention affords me of getting in touch with you and your associates. But are we to be content with the social features that our meetings afford, or is it our wish to foster and reinforce the true and tried principles that made us what we are, to institute new features that give promise of advancing our interests? To the end that all features in which we can be of service to each other may be properly cared for, I would recommend that in the appointment of a joint committee between the two, we exercise care in the selection of men of large mental caliber, men of sound business principles, men who are willing to lend us such a portion of their valu-

able time as will be required in the exercising of the duties thus committed to them.

Now, gentlemen of the Grain Dealers' National Association, we as a National Hay Association need the help that you as co-workers with us can offer in bringing this about; and on behalf of the Hay Association, I offer you the open door, extend to you an invitation to enter, invite you to come laden with some thought, some suggestion, that will tend to our mutual benefit; and standing shoulder to shoulder on all propositions that interest us mutually we can be of more benefit to each other than can scarcely be calculated.

We are living in the age when the watchwords of success are co-operation, combination and consolidation. This principle is so successful that we are amazed at the results accomplished. We should use this principle of co-operation in our associations for the mutual advancement of our great and growing interests. The valuable man in my business is the man who can and will co-operate with other men.

Mr. President: You have heard the very interesting address of Mr. Dean, the president of the National Hay Association. What is your pleasure?

Mr. Wayne: I move you we offer Mr. Dean a vote of thanks for the able address he has just delivered, and that it be inserted in our record.

Mr. Rogers: I wish to second Mr. Wayne's motion. I would also ask him to add that the recommendations made by the president of the National Hay Association be referred to the committee on resolutions. Will you accept that, Mr. Wayne?

Mr. Wayne: I will, Colonel.

Mr. Grimes: I would like to have Mr. Rogers change his motion—instead of referring that to the committee on resolutions to amend it to the effect that the chair appoint a special committee to draft such resolutions as will embody the suggestions of Mr. Dean, and that Mr. Rogers act as chairman of that committee.

Mr. Rogers: I accept the suggestion of Brother Grimes. The reason I made the motion to refer it to the resolution committee was that I knew the ability of the chairman of that committee to prepare something of that kind.

Mr. Grimes: What is the motion now?

The President: The motion is that the thanks of the Association be extended Mr. Dean for his paper, that it be received and placed on file, and that a special committee of three be appointed to act on the recommendations of Mr. Dean.

The motion was put and carried.

The President: I will appoint Messrs. Rogers, Wayne and A. Shallenberg.

THE BILL OF LADING.

We will now hear the report of the Committee on Bills of Lading. Charles England of Baltimore, chairman.

Mr. England then read the following report:

among the first to take positive action favoring the adoption of a uniform bill of lading, having clearly defined terms, equitable to the shipper and carrier. At the convention held at Des Moines, Iowa, in 1901, and subsequently, the conditions concerning bills of lading were fully discussed, especially the risks and uncertainty of handling business by means of the irregular and nondescript documents heretofore issued to suit the whims of the various railroad lines, large or small. Many of the smaller initial lines issued bills of lading whose conditions were intended to meet local requirements, but imposed upon the delivering carrier, also the shipper, conditions which were embarrassing, to say the least, and made them unsafe as documents upon which advances could safely or legally be made. Their terms also were uncertain concerning the handling and delivery of the merchandise and regarding the charges to be collected for transportation. In all these years there has scarcely been a convention of a commercial organization or trade body in this country, which has not continued the discussion and agitation for a satisfactory bill of lading. The financial institutions have interested themselves; and while they have been accused of selfish motives, it should be remembered that they are, after all, the representatives of their customers, the owner of the property, be he shipper or receiver. The irregularity of state laws and their conflict in many instances with each other and with national statutes has appealed to the bar associations, and they have endeavored to overcome objections which seemed to them important. Thus there has been a combination of commercial, financial and legal interests, such as probably never before worked together for a common purpose, all seeking to obtain from the carriers a proper bill of lading; and it is remarkable that their reasonable demands have been ignored. Certain railroad officials have appreciated the situation and shown a desire to accord the business interests due consideration; but there are always some railroad men who appear not to have learned that the time is long past when any one interest can impose unreasonable requirements or burdens upon another, especially when that other interest is a patron. These opponents of a better condition have

confused a very simple proposition and delayed the adoption of a proper bill of lading.

Although the bill of lading promulgated by the Interstate Commerce Commission, effective September 1908, was a long step in the right direction and an improvement over the old forms, its greatest merit is its uniformity; but there remains in it conditions which should be eliminated. In Section 1 of the standard form of order bill of lading, adopted by the Interstate Commerce Commission, there should be eliminated the words, "discrepancy in elevator weights." We contend that under Section 20 of the interstate commerce Act, the carrier is required to deliver at destination the same quantity of grain received at point of origin, except as exempted by law through damage resulting from the act of God, the public enemy, or an inherent vice in the property itself. In regard to Section 3, we held as to claims that the amount of loss or damage for which a carrier is liable shall be computed on the basis of the value of the property and not upon the invoice price. Where property is damaged or destroyed through the negligence of the carrier, the owner should be reimbursed for the loss sustained in replacement. Again, in Section 3, regarding the presentation of claims within four months, this requirement should be stricken out, as it is not being enforced or probably cannot be.

This organization has not only used its efforts to secure a proper form of bill of lading, but has advocated full legislation because of the differences in state laws upon this subject, both statutory and judicial, petitioning for the enactment by Congress of a full code concerning the same, with penalties to make it effective, on account of the lack of uniformity in state laws and the seeming impossibility of the higher courts to make their decisions conform to general business customs or requirements. The bill of lading should be safeguarded by such enactment that it shall have proper value as an instrument of commerce and finance; and given such security that it will be acceptable for collateral as are stocks and bonds, and advances upon it should always be obtainable at the lowest current rate of interest, especially as in regard to grain and its products, the bill of lading represents merchandise having an intrinsic value rarely associated with stocks and bonds. The recent cotton failures in the South, and the grain troubles in Albany, must convince every opponent of good and safe business methods of the necessity of reform. The issuance of the so-called "accommodation bills of lading," whereby the agent of the carrier favors a shipper by signing a bill of lading before the property is actually in possession of the carrier, together with the possibility of forgery, have placed banks in the position of handling bills of lading as security not because of faith in them, but mainly for the reason that they are offered by a customer in whom the banks have confidence.

The proposed validation of cotton bills of lading to guard against the recurrence of recent irregularities is about equivalent to a bank certifying a check, thereby becoming responsible for its value. If the financial institutions are successful (which seems probable) in their demand that cotton bills of lading shall be validated, it is certain that they will also insist that grain bills of lading must be guaranteed before advances will be made upon them, either as collateral for sight drafts or loans. However, if there are railroad agents who will issue accommodation bills of lading, it is reasonable to expect that other officials can be found to validate any bill of lading offered for this guaranty. Therefore, without a law placing responsibility and penalty upon the shipper, railroad agent and carriers for irregularities, the carriers can as readily and consistently repudiate the validation as they do the issuance of accommodation bills of lading by their agents.

Railroads use extreme care in the sale and issue of passenger tickets, no matter how trifling may be their value. Tickets are recorded by a series of numbers and properly stamped, also examined carefully by each railroad official handling them, and yet a bill of lading which represents far greater value and in other ways is more important, is regarded lightly. There is no reason why bills of lading should not be consecutively numbered, stamped and signed in ink, and when issued the carrier should be absolutely responsible for them. A shipper should no more be allowed to fill out or prepare a bill of lading, or have the blanks in his possession than a passenger should be given blank forms of tickets to fill out to suit the point he is traveling to. Railroads have expended large sums to detect fraud in passenger tickets, or prevent what is called "scalping" in them; but there is no public knowledge of a general desire on their part to so safeguard bills of lading, or prevent the dealing in them improperly, although afterwards responsibility may be assumed as a matter of policy.

As evidence of the general carelessness of railroad agents in issuing bills of lading and shippers in accepting them, we heard of a single office of a division freight agent which in one month recently took up nearly 150 defective bills of lading, voluntarily returning them to agents at point of shipment to be perfected. This action was for the protection of the innocent holders of these bills of lading or to expedite the handling of the property on arrival. There is little doubt that in the event of loss or damage to the property they represented the owners would have no standing in a court of law, as in most of these cases the shipper was in fault.

The railroads are largely responsible for all the agitation on this subject. No business men or financial institution desires to impose upon the carriers any responsibility which should not rest upon them; but there is a positive demand for a general Federal law which will make the carriers of interstate freight just as responsible as are individuals for the result of their negligence or refusal to use reasonable care for the prevention of loss or forgery. An examination of the instructions given by some

of the carriers to their agents concerning the issuing and handling of bills of lading will probably reveal an utter lack of appreciation of the importance of safeguarding the interests of their patrons and a violation of good business principles.

There is now pending in Congress a measure known as the "Stevens Bill," defining bills of lading, and providing for their issue. The measure has passed the House of Representatives and is now in the Senate committee on interstate commerce. This Association should advocate its enactment and every member impress upon his United States Senator the importance to the business interests of its prompt passage, thereby giving the business and financial interests the further confidence in the bill of lading which is necessary for a safe, proper and economical handling of business.

Mr. President, your committee gave due consideration to the Stevens bill when it was before the House of Representatives, and were present at the hearing and advocated its passage. I stated in the report that the bill has passed the House of Representatives and is now in the Senate committee on interstate commerce; and the committee begged to submit for your consideration the following preamble and resolution:

WHEREAS, The great staple crops of the country can only move in interstate commerce under bills of lading, and

WHEREAS, Great laxity has heretofore existed in the issuance of bills of lading for valuable property,



CHARLES ENGLAND.

and serious financial loss has been occasioned by accommodation bills of lading, for which legal liability has been escaped, also financial losses have accrued by reason of forged bills of lading, therefore, it is essential that bills of lading should be in every sense bona fide and truly and faithfully represent the facts therein stated, good business principles demanding that for the benefit of the farmer, the dealer, the financial institutions and the carriers that all order bills of lading should be properly safeguarded, and as there has been passed by the House of Representatives, and there is now pending before the Senate of the United States "A Bill relating to Bills of Lading" (H. R. 17267) which has for its purpose the prevention of issuing irregular bills of lading of any kind, therefore, be it

RESOLVED, By the Grain Dealers' National Association in annual convention assembled, representing over five thousand buyers, shippers and receivers of grain in the various states of this country, that we heartily endorse Bill H. R. 17267, relating to Bills of Lading, now pending before the Senate of the United States, and earnestly recommend its speedy passage, and, be it further

RESOLVED, That a copy of this resolution be forwarded to the President of the Senate of the United States, with the request that it be presented to the Senate.

Now, Mr. President, under the rules adopted yesterday, those resolutions can go to the resolutions committee to be acted on as is thought best. We offer the resolutions, however.

The President: Gentlemen, you have heard the report of the committee on bills of lading. What is your pleasure?

Mr. McCord: I desire to make a motion that the resolution be referred to the committee on resolutions.

The President: We had better receive the report first.

Mr. McCord: I move that the report be received and placed on file.

The motion was duly seconded and carried.

The President: It is also moved that the resolution be referred to the committee on resolutions.

The motion was duly seconded and carried.

The President: Gentlemen, I will take your time for one minute to appoint a committee. The directors of the Association have suffered a severe loss in the past year, as you know, in the death of Arthur R. Sawers. I have appointed a committee to prepare suitable resolutions in that respect. The gentlemen are as follows: Messrs. McCord, McCray and England.

TRADE RULES.

The President: The next on our program is the report of the committee on Trade Rules, which was provided for this morning but could not be reached. Mr. John J. Stream, the chairman.

Mr. Stream then read the following report:

Your Committee on Trade Rules begs to report as follows:

During the past year numerous communications were received requesting interpretations of various sections of the present rules. It appears much confusion exists among many of the trade relative to the rights and duties of buyer and seller, particularly as applied to Rule No. 7, covering defaults, and Rule No. 5 pertaining to terms of time shipment. Much comment and criticism has been passed on these rules. In our report submitted today we have amended both these rules in a manner to permit of no further misunderstanding.

The Illinois Grain Dealers' Association at its annual meeting held in Decatur, Ill., in June of this year passed the following resolution:

Whereas, The Trade Rules of the Grain Dealers' National Association were adopted Oct. 3, 1902; and Whereas, Said Rules were amended Oct. 8, 1903; and

Whereas, Said Rules were revised Jan. 1, 1906; and Whereas, The customs, conditions and methods of the grain trade have since materially changed; therefore, be it

Resolved, That the President of the Grain Dealers' National Association be respectfully requested to appoint a committee consisting of an equal number of members who are country shippers selected from associations affiliated with the Grain Dealers' National Association, and a like number of direct members of the Grain Dealers' National Association, to thoroughly revise said Rules, and make report at the meeting of the Grain Dealers' National Association, held in Chicago during October, 1910.

In pursuance of this resolution your honorable president appointed the following gentlemen: Geo. T. Montelius, W. L. Shellabarger, M. W. Miller, W. B. Foresman, Henry L. Goemann, as a special committee to confer and co-operate with your Trade Rules committee in the amending and revising of the Trade Rules so that the same may more fully cover the requirements of the trade. The committee met, and after much deliberation submit the following as the report of their labors, which is respectfully submitted for your careful consideration and approval:

Amended Rule No. 5: After the word "mean" in the fifth line, strike out all that portion commencing with the word "that" and ending with the word "holidays" on the eighth line, and insert instead "calendar days excluding date of sale;" making the paragraph read as follows:

"In making contracts a specific time in which shipment or delivery is to be made shall be mentioned; any given number of days shall mean calendar days excluding date of sale in which to load grain to apply on a sale for shipment or to deliver at the agreed destination grain sold for delivery."

Rule No. 5: The second paragraph is approved without change.

Amend Rule No. 5: The third paragraph strike out entirely.

Amend Rule No. 5: The fourth paragraph, amend by striking out the word "prompt" on the third line, and inserting instead "10 days," so same shall read as follows:

"Where no specification as to time of shipment is named in the contract, 'ten days shipment' shall apply."

Amend Rule No. 6: By striking out the word "immediate" in first line of Section A and inserting instead the words "three days" and strike out the word "quick" in the second line and insert instead the words "five days," so that the section shall read as follows:

"Rule 6. Billing Instructions—(a) In case grain is sold for three or five days' shipment, the buyer shall furnish billing instructions by wire, unless said instructions were embodied in the original articles of trade."

Amend Rule No. 6: Section B, by striking out in the second line the word "business," and inserting instead the word "calendar." In the third line strike out the words "prompt or" and make the same read as follows:

"(b) The buyer shall be allowed three calendar days within which to furnish billing instructions on sales for deferred shipment, and must furnish the said billing instructions any time after three days, when requested by the seller. Should the buyer, after the expiration of the allotted three days, fail to furnish shipping instructions on demand, the seller shall have the right to elect either to ship the grain to the postoffice address of the buyer or to cancel the contract outright; twenty-four hours' no-

vice having been given by the seller of his intention and election."

Rule 7: Amend by striking out in the second paragraph commencing with the word "should" and ending with the word "canceled" in the sixth line; and strike out in the eleventh line the words "and shall," inserting instead the words "or," so same shall read as follows:

"Rule 7. Incomplete Shipments—When the seller finds that he will not be able to complete a contract within the agreed limit, it shall be his duty so to advise the buyer by mail, telephone or telegraph, whereupon it shall be the duty of the buyer at once to elect either to buy-in or to cancel the deficit, or to extend the contract to cover said deficit.

This is a rule, gentlemen, that has caused a great deal of agony by reason of its inconsistency, in that it confounded the duties of both buyer and seller in giving each other notice in case of default by the seller.

"Upon failure to receive notice of shipment, after the expiration of the shipping limit as specified in the contract, the buyer may elect, either to buy-in or to cancel the contract, or notify the seller by wire, that unless he, the buyer, be in receipt of notice, by wire, within 24 hours, advising that shipment will be completed within 48 hours, he, the buyer, will, at the expiration of said 24 hours, at once, proceed, either to buy-in or to cancel said contract, and to render a statement to the seller for all loss incurred.

"Shipping directions furnished by the buyer before the expiration of said 24 hours must be accepted by the seller."

Rule 10: Amend by inserting in the seventh line following the word "authorized," the words "or agreed," so same shall read as follows:

Rule 10: Sample Grain—It shall be the duty of the seller of grain by sample to furnish grain fully up to sample. Shipments rejected on account of quality, shall be compared with the sale sample, by either the Inspection Committee, or some other duly authorized or agreed committee of the market in which such rejection is made, and the finding of said committee shall be final. Should the finding be in favor of the buyer, the buyer shall at once notify the seller, by wire, and it shall be the duty of the seller to make satisfactory adjustment with the buyer within twenty-four hours; at the expiration of which time, if not adjusted, the shipment shall be subject to the order of the seller and it shall be the duty of the buyer to buy-in, cancel, or extend the defaulted contract and notify the seller of his action. Should the buyer and the seller fail to arrive at a basis for adjustment that would enable the buyer to handle such grain not up to sample, and should said grain be finally rejected, it shall be the duty of the seller promptly to reimburse the buyer to the full amount of money advanced on such a shipment so rejected."

Rule 12: Amend by adding to Rule No. 2, and lettering as "Rule 2, Section A."

Rule 13: Amend by inserting after the word "telegram" the words "or telephone message," so that same shall read as follows:

Rule No. 13. Telegrams and Telephones—The sender of a telegram or telephone message shall prepay the charges.

Rule 16: Amend by adding same to Rule No. 2, lettering as "Rule 2, Section B."

Rule 25: Amend by adding Section (a), reading as follows:

"Rule 25. Weights and Inspection on Grain Sold Destination Terms—On grain sold track-loading station, or delivered basis destination terms, it shall be the duty of track-buyers, receivers, millers, and consumers of grain at points of destination where no regularly constituted rules and regulations are in effect, to furnish to the seller sworn or public certificates of weights and grades; giving the postoffice, date, name of elevator, mill or warehouse where weights were obtained, name of the weigh-master's employer, name of the weigh-master, location or description of leaks, if any, the railroad agent's written acknowledgment of said leaks or other bad order conditions, when and where the grain was unloaded, and the original paid freight-bill on grain sold delivered.

"(a) On a sale shippers' weights and grades it is understood shipment must be made by the seller from his own stations, and he must furnish the buyer sworn certificate of weight, unless otherwise agreed at time of sale."

Rule 37: Amend by striking out on the third line the word "not," so that the rule shall read as follows:

"Rule 37. Term '24 Hours'—The term 24 hours, as used in these rules, shall be construed to mean 24 hours including Sunday or legal holidays."

Add to Trade Rules, Rule No. 38, covering brokerage, to read as follows:

"Brokerage shall be credited when contract is accepted by principals to the transactions."

Rules 1, 3, 4, 8, 9, 11, 14, 15, 17 to 24 inclusive and 26 to 36 inclusive remain unchanged.

Your committee believes the interests of the trade can be best served by keeping our Rules as nearly uniform as possible with the recognized and established rules and customs of the leading exchanges of the country, and to that end your committee has labored in the preparation of this report.

The President: Gentlemen, you have heard the report of the committee on Trade Rules. This is a report that is made by one of the most excellent committees ever appointed in the organization. It is the result of many hours of hard work, and it seems to remedy the needs of our Trade Rules. In order to make these changes it is necessary that

our Trade Rules be amended to agree with this, if you so desire.

Mr. King: What is the method of procedure in reference to these proposed changes?

The President: The Trade Rules are not a matter of by-laws or constitution. I understand a trade rule can be amended at any time in open meeting. A motion now to accept this committee's report and make the changes is in order.

Mr. King: I move that the report be accepted and that the recommended changes in the Trade Rules, proposed by this report, be adopted by this convention.

Mr. Rogers: It seems to me these Trade Rules are a very important part of this Association. There are several changes there that I would like to ask the gentleman about that do not exactly meet with my approval. My object in this is to know whether it would be possible to have those Rules and amendments as read by the chairman printed and ready for distribution early tomorrow morning, and to defer action on this report until then. It strikes me we are a little hasty in approving those changes. Perhaps the chairman of that committee who read the very able report could tell us whether we could have a few hundred of this stricken off tonight



J. J. STREAM.

and distributed in the lobby tomorrow morning, and then action can be taken. I don't want to delay the business of the convention at all, but I would like to know if that can be done.

The President: Mr. Courcier possibly can better answer that than any one.

The Secretary: Yes.

Mr. Rogers: Then I will make that a motion, or an amendment to Mr. King's motion.

Mr. King: I will accept the suggestion if it is the consensus of opinion here. If the gentlemen are not ready to vote on it now, perhaps it would be better to have them printed so we could act on them more intelligently.

The President: I would ask that you both withdraw your motions for a moment and that the first part of Mr. King's motion be put, that the report of the committee be received.

Mr. King: I will amend my motion then, that the report of this committee be received and placed on file.

The motion was seconded and carried.

The President: Now, Mr. Rogers, the motion as I understand it is that we have this report printed for distribution tomorrow morning, and action taken upon it then.

The motion was seconded and carried.

AMENDMENTS TO THE CONSTITUTION.

Mr. Wayne: Mr. Chairmau, I have a matter here that I would like to bring before the convention, and I think possibly it would be in order at the present time. I wish to offer an amendment to

the Constitution. I will read the amendment and then state the reason why I offer it:—

Amendment to Article 4 of the Constitution: Amend Article 4, Section 1, by striking out the word "ten" in the fourth line and substituting the word "sixteen." Also amend Section 2 of the same Article by striking out the word "five" in line one and substituting the word "eight." Amend Article 6 of the Constitution, Section 1, by striking out the word "three" in line four and substituting the word "five." These articles that I refer to pertain to the number of directors of the National Association. We have now ten directors, and in Section 4 it strikes out the word "ten" and substitutes "sixteen"—sixteen directors; and in Article 6, pertaining to the executive committee, it now is three and will make it five. The reason for offering this amendment is that this Association is gradually increasing its membership and covering more territory than it has in years past. In the past twelve months over a hundred, or, rather, over a hundred and fifty, new members have come in, and a large portion of those members, I understand, have been taken in from a territory that heretofore has never been covered. That being the case, it occurs to me that it would be proper and right to give that territory directors, and if we do so we will either be compelled to increase the number of directors or to cut out some of the directors we now have in the Northern territory. I believe it is essential to have more men working for the interests of the Grain Dealers' National Association, and the more territory we can cover, the better it is for the Association. I offer this as an amendment to the Constitution.

Mr. Rogers: I second the motion. I would like to ask Mr. Wayne a question. When he first spoke I understood there were more changes than two. Did I understand you to say it increases the directors and also the executive committee?

Mr. Wayne: Yes, sir.

Mr. Rogers: Aren't there more changes than that?

Mr. Wayne: I will read it: "Five directors shall be elected annually for the term of two years." Five shall be elected each year,—the way it is at the present time, but under this amendment we will elect eight.

Mr. Rogers: Eight each time?

Mr. Wayne: Yes. Amend Section 2 of the same Article by striking out the word "five" in line one and substituting the word "eight." Instead of electing five officers annually we will elect eight. Do you understand?

Mr. Rogers: Yes, and I am very happy to move that that be adopted. With your permission I would like to say one word. I feel that our state associations ought to be recognized in some way, and it has occurred to me that the way to do that is that the president of each affiliated association should be a member of the Board of Directors of the National Association. I don't offer that to be put in the by-laws, but merely to explain how I feel about it. And if the nominating committee hereafter can see their way clear, now that we propose to increase the number there is plenty of room, they should have the Board composed of the presidents of the affiliated associations.

The Secretary: I will explain for Colonel Rogers' benefit that the Constitution does provide that each affiliated state association will have one director, and these directors shall be a part of the ten, under the present law, or a part of the sixteen under the law proposed by Mr. Wayne. Mr. Baldwin, now on the Board, represents the Illinois state association, Mr. Morrison represents the Indiana state association, Mr. McCord of Ohio represents the Ohio association, and Mr. Bleidt of Kentucky represents the Kentucky association.

Mr. Bell: May I ask if this convention is proceeding under a set of rules as laid down in the Constitution?

The President: I will answer you, Mr. Bell, by saying that my understanding of our rules makes the amending of By-laws easy. My understanding is that either the Constitution or By-laws can be amended by the Board of Directors and their action ratified by the meeting, or that they can be amended

by this Association. Meeting but once a year, as we do, if we were compelled to give any special notice of a proposed amendment, we could never get it through in time for the meeting.

The motion was put and carried.

At this point the Vice President took the chair.

OMAHA'S INVITATION.

The Secretary: The secretary of the Omaha Commercial Club is here and wishes to be heard about three minutes, and President Tyng has extended him the courtesy.

The Vice-President: I present Mr. Campbell of Omaha.

Mr. Campbell: Gentlemen, it is quite a presumption for me to appear before you today and take up a minute of your time for such a selfish purpose as mine, but I hope you will forget me and my youth and remember for a moment that I am only here, as it happens, representing a thousand business men of the city of Omaha, who have sent an invitation to your convention, to your organization to meet in that city next year. The invitation has been filed with your Board of Directors, but I thought it well to speak a few words to you about it so it won't be covered up by your Board and forgotten.

Omaha, as you know, is a young grain market, scarcely eight years old, and yet has made enormous strides. I believe Omaha has some particularly strong claims on which to base their request for you to come there. You will remember that we held a corn exhibit there at a cost of \$120,000 to the city of Omaha. Some think, perhaps, it was a money making proposition, but there was nothing made on the enterprise. What influence it had on the farmer and on the grain producer you perhaps know as well as I. It is useless for me to go back and say that it was a movement—a grand movement—in the West to increase our crops and yield.

Omaha has another claim. If Nebraska produces its 200,000,000 bu. of corn, as we hope it will, some of it will come to your markets. Some of you will handle part of it; and if you are surprised by the excellent grade of our corn, it will be because the business men of Omaha have been persuading and teaching the farmers to test and carefully select their seed corn. While I am interested in an agricultural paper, I don't believe the agricultural paper has the right influence on the farmer. They write long articles on the question of seeds, testing and selecting seeds—oats, wheat and corn; but the farmer has had that pounded in him for years and it don't seem to attract him. I say that as a newspaper man. I don't think we can wake them up in that way. A short time ago we got up a bulletin giving instructions as to the care to be exercised in selecting and collecting seed, etc., giving a great deal of valuable information and instruction to the farmer, and distributed them throughout our territory. Omaha started that two years ago and followed it up last year; and I don't think there were less than a half million copies of that sent out. We went at it in "yellow journal" style; and as a result of these efforts the standard of corn in Nebraska is undoubtedly 50 percent better than it would have been. Now we are following that up in five states. We have got what we call the Corn Growers' Association, which consists of five agricultural papers, and these five papers are going to stir up the biggest noise in the spring that possibly can be stirred up to increase the crop.

That is a public spirited proposition, and we ask you gentlemen to come out there, not only because we want to entertain you and want you in our city, but we believe you will show the people of Nebraska that the Grain Dealers' Association is not a big trust, but that there is strength in organization; and if you come out there it will be an all round good thing for both of us. We promise to do the right thing by you. The Commercial Club is anxious for you to come; and I speak for them as well as for the Grain Exchange.

I don't want to take any more of your time; but Kansas City and Omaha are near neighbors; and if you will meet us there, I am sure these other

cities will help make it a big success. We will do everything possible to promote it, and will co-operate with your Secretary in every way. We have a fund of some \$25,000 a year which we are glad to spend, especially in entertaining an organization of this kind, and we hope we may be favored with that pleasure.

The President: Gentlemen, this is a matter that is to be settled by the Board of Directors; therefore, there is no necessity for action by the convention. The gentlemen of the convention can make their wishes known to the members of the Board personally, if they wish to do so.

The president resumed the chair.

UNIFORM GRADE REPORT AND DEBATE.

The President: Our next order of business is the report of the committee on uniform grades, Mr. Wm. N. Eckhardt, chairman, of Chicago, Ill.

Mr. Eckhardt: Mr. President and Gentlemen of the Grain Dealers' National Association: In presenting this report of the committee for the promulgation of uniform rules, I only have to express my regret that it is not more full, and it may not,



W. N. ECKHARDT.

perhaps be very pleasing to the most of you. Continuing, Mr. Eckhardt said:

The progress toward the final goal of a general adoption of the Uniform Grade Rules has been important in substance, if not in the number of the markets and governing inspection departments. The difficulty to reconcile moisture tests for corn has been the deterring factor in the Southern markets. It is, however, distinctly disappointing that the northwest has not, and that only one of the large seaboard markets has, indicated by favorable action the acceptance of the principle set forth by this Association in the Uniform Rules, discussed at length in former conferences and formally approved and adopted at St. Louis in 1908. It is to be hoped that the apparently successful efforts thus far made to demonstrate to the lawmakers of this country that the grain trade itself, as represented in all the large distributing and consuming markets, would continue in their earnest efforts to correct the evils and irregularities that might exist, have not stayed the interest of the grain trade nor the desire to promote the work of this Association, which by the endorsement of its work and adoption of its Rules is a substantial—nay, practically an overwhelming—confirmation that the Rules are right in the principle, if not acceptable in every detail in the widely separated markets, with variation in qualities and merits of the grain tributary to each and the variable requirements of manufacturers or consumers at home and abroad.

It is quite natural that as old rules still govern in some markets and distributing centers, with the lapses that always occur in the best regulated departments, that there should come to the surface some well-defined suggestion for supervision of the grading in various markets and to hurry in that manner a greater uniformity in grading and individual construction of the rules; but the difficulties that lie in the way of enforcement, or the practical enactment of such provisions, are about as serious as would confront the federal Government in its endeavor to properly enact a law to control the inspection of grain in this country.

It should be possible to accomplish practical uniformity through the regular grain committees of the various markets and exchanges. First, stipulate Uniform Grade Rules or specific terms in making

your contracts. The faults and irregularities should be at once brought to the attention of the committee at the offending market, and upon failure to recognize such complaint, the substance of it with proof should be submitted to the executive committee of this Association for action. A wilful refusal to consider the recommendation of the executive committee should be punished by expulsion from the Association and immediate publication to all its members.

There is lack of power to enforce rulings; but if power was so delegated, the granting in such appointment of autocratic power to an individual—as a supervising inspector—is not likely to become a popular or satisfactory feature. A most important factor that will most surely and largely help to promote uniformity and mean much added wealth to the agricultural community is to urge upon the grower and to educate him to the advisability of marketing his grain only after it is properly seasoned and in marketable condition. There is probably no greater source of loss and friction to both the producer and grain handler than what results from the marketing of small grains directly from newly harvested fields or of corn that is picked and husked weeks before it is fit for commercial handling.

The Vice-President assumed the chair.

The Vice-President: Gentlemen, you have heard the reading of this report submitted by Mr. Eckhardt, chairman of the committee on uniform grades. What action do you wish to take upon it?

A motion was made and seconded that the report be received and placed on file.

Mr. J. H. Cofer: Before that motion is put I would like the Norfolk delegation to be heard from along the lines of modification of uniform grading.

The Vice-President: I think the discussion can be heard now, although this report conveys no recommendation. We will hear you at this time.

Mr. Cofer: Mr. President and Gentlemen: The Norfolk delegation was very much in hopes that we could settle our difference with the Uniform Grades Committee, and we had a conference with that committee this morning. Our delegation appeared before the committee this morning and made a few suggestions as to what we thought was due to the Southern and Eastern markets, and also some of the Western markets, but they did not seem to view the matter as we did, and it was suggested that the matter be thrashed out on the convention floor. With that end in view, we have prepared a paper here that we think covers the situation very fully, and I would like to present it, as follows:

Gentlemen: The delegates representing all the dealers in the city of Norfolk, and the Board of Trade of that city, are here to protest against the present standard of grading as adopted by the Grain Dealers' National Association. We feel that in adopting such grades, or rules for grading, the interests of all parties concerned have not been safeguarded as they should; for if a national body is to amount to anything, or wishes to stand for what is right, then all members of the grain trade should be heard and such rules adopted as will best serve the interests of the entire trade, and not just one faction of it.

We are here to say that, in our judgment, the rules as adopted at the last convention of this body must have been promulgated largely for the benefit of and to suit the ideas of the country dealers and Western elevator people who do a mixing business. So far as our market is concerned, and we believe most of the other Eastern and Southern markets agree with us, what we want is less dirt and rotten corn and to be able to get something that we can offer to our trade as good honest value and not be forced either to sell them something that is not what it ought to be, or to have to re-clean the grain before it is fit to ship, which, you will readily see, must necessarily consume all of or more than the profit there is in the business.

We have bought corn from Western markets as No. 2 and received No. 4, and when buying No. 3 corn at times when nothing better could be had, we have frequently received No. 4 and "No Grade." Such corn as this we have absolutely no trade for, and it has to be sold at a heavy loss. We fully realize that for the past three or four years the quality of the corn crop has not been of the best, and this is all the more reason why the western shippers should have been more careful in their selections, and instead of trying to give the very bottom of the grade, they should have given the top and we feel quite sure that a very much larger percentage of said crops would have graded No. 2 with proper care in assorting the rotten corn from the good when shelling and if the corn had been properly cleaned. One of the greatest drawbacks to the handling of corn during the past few years has been the excessive amount of dirt allowed to go in, and many heavy losses would have been averted with proper care in this respect, as we all know that dirt will cause corn to heat quicker than anything else.

A great many have argued that the corn was not good enough to grade No. 2, and markets offering to sell No. 2 were simply doing so to meet the requirements of buyers who would not take anything else. Down our way nearly all the buyers prefer the No. 2 grades, and we have been able to get

some satisfactory corn; but in many cases we buy No. 2 and get something way below what it should be for that grade, and we are therefore forced to the conclusion that the Western markets, on such crops as we have had the past two or three years, simply reduce the grading to meet the conditions. This may be considered just in a measure, but in our opinion there is absolutely no justice in it, unless the buyer is given the full benefit in such cases.

To begin with, we want the percentage of cob-rotten corn and dirt reduced in No. 2 and No. 3 corn. It is our opinion that corn with 5 per cent cob-rotten and 2 per cent dirt and broken grains, should not be classed as No. 2. We contend that 70 bushels of rotten corn and dirt in a 1,000-bu. car would make it unsalable as No. 2, and, so far as our trade goes, they would not think of accepting such corn; and when we get this kind there is no show to get rid of it except by cleaning, and, in view of the very small margin these days, the dealer cannot afford to reclean corn. If he does so, he is losing money all the time. Some markets that might be termed "dumping grounds" may be able to handle such corn, and doubtless they do, but it is our opinion, from observation and experience, that the West is making a serious blunder in not seeing that the inspection rules are put on a more equitable basis.

I say the West, because we note very few of the Southern and Eastern markets represented on the board or any of your committees; and we, therefore, naturally assume that the rules are largely formulated in the interest of the West; and we want to repeat that in this you are making a grave error, because you are to some extent dependent upon the South and East to take a good part of your crop, both locally and for export; and the time has come when the Eastern and Southern dealers cannot do business profitably and satisfactorily unless there is a change made in the business methods of the West, to the end that they will vote for fair and just rules of grading and that they will then see that what is sold is delivered. In our opinion, unless this is done without delay, we will all live to see the grain trade of our country become more hazardous and demoralized every year. It is just as essential to have rules formulated to suit the buyer as the seller, for if the seller insists on having them to suit him altogether, he will soon discover he has no buyers; for, as already stated, the buyer cannot stand it and many of them will quit the business if they cannot get what they buy.

Another point we wish to raise is the fact that in No. 3 corn just double the quantity of dirt and damaged corn is permitted as in No. 2, while the buyer rarely ever gets benefit of more than 1 cent per bushel difference in price. In other words, under present rules, No. 3 corn can contain 10 per cent of cob-rotten corn and 4 per cent of dirt, or 140 bushels to the 1,000, against 70 bushels to the 1,000 in No. 2; and still the buyers are only given the option of buying No. 3 corn at 1 cent under No. 2 but gets twice as much dirt and rotten corn. On present market, we figure that the additional quantity of dirt and rotten corn would amount to 70 bushels, at about 50 cents per bushel, or \$35 on a thousand-bushel car, while the buyer gets benefit of only 1 cent per bushel in price, or \$10, leaving a profit on the deal of about \$25 per car for the seller.

Whenever our corn crop matures in such condition that hardly any of it will grade No. 2, in our opinion it should be sold honestly for what it is, let it be No. 3 or No. 4, but for Heaven's sake give the buyer all the benefit he is entitled to in the price, if he is forced to take a low grade article, and don't allow him only 1 cent per bushel on corn that he should have 3 cents on by reason of actual difference in value as shown by your own grading.

It would be very fortunate for all handlers of grain if some rule or law could be adopted by which the new crop of corn could not be forced into consumption until such time as it was absolutely in safe condition to handle. We would all be better off, even the farmer, if old corn could be used up to December 1st, or even January 1st; for while he would sell a better grade of corn and less water at that time still he could get a better price, and this would place everyone where he could trade with some degree of safety. At present, the greatest evil in our judgment, is the eagerness of the farmer to ship his corn early, and also the desire on part of the dealer to buy, because of good market conditions. Of course, this is human nature; still, for the proper protection of others, and possibly innocent parties, there should be some way of preventing this corn being marketed, except for specific purposes, and not allow it to go to markets where it is likely to be mixed and remixed, and finally turned out as No. 2 or No. 3 corn, when in reality it is nothing more than very green No. 4 or "no grade" corn.

There is much more that could be said on this subject and on the question of bettering conditions, but we are not going to take up your time. Suffice it to say conditions are wrong and should and can be righted if this Association will go at it in the right way; and we say frankly, unless they do so, they cannot and will not, we believe have the support of a great many markets, especially those in the East and South. And not only these sections, but I know that some of the Western markets do not favor the rules as adopted by this Association and feel that they are arbitrary and unjust. We want to predict even further that, in our humble judgment, unless some system can be devised by which the grain crops, corn more especially, can be handled on a more satisfactory basis and conditions materially improved, especially with reference to the grading and handling of corn, the Government will take charge of the whole business; and they could not be blamed, for surely they could not do much worse than is done at present. Our little market down by the ocean wants Uniform Grading at all times, and we do not want it under Governmental supervision, because we think practical grain handlers

should know better how to handle conditions than the Government, which has never had any experience; but if the present state of affairs continues to exist, it will be only a short time before the various state authorities or those of the national government will take a hand; and it would surely be very foolish on the part of the grain interests of this country to allow this to be done when they are the people with experience and know what is necessary for the safe conduct of the business and should be able and only too glad to do everything in their power, to this end that the grain business of the country could be conducted on a basis that would be satisfactory, and thereby exclude any outside interference.

If we wish to live and let live, and do business on an honest basis, then we should set about reforms immediately. And the first and principal reform, as we see it, is the raising of the standard of the grades, and then to see that such standards are lived up to by the inspectors, making any and all violations punishable to the very fullest extent and if there is no law now in force by which they can be reached, such a law should be enacted immediately in all states and rigidly enforced.

From what we can learn, Chicago especially is unable to do much grain business in the South and East, which is due to the very low standard of grade; and if they want, and ever expect to get, this trade they must be as careful on the out-inspection as we think they are on the in-inspection; and we frankly say that it is to the interest of Chicago and all other Western markets to join hands and give us a higher standard of grading, and they can do so if they will.

The Vice-President: The chair did not wish to interrupt Mr. Cofer in the reading of his paper. The motion before the convention is on the acceptance of the report offered by Mr. Eckhardt.

Mr. Culver: I wish to offer an amendment to Mr. Eckhardt's motion, or the motion that was put, that the rules, the grading rules, passed at Indianapolis in 1909, be adopted by this Association as the rules for 1910 or for the ensuing year, 1911.

Mr. Rogers: I rise to a point of order. The motion offered by our friend Culver is not in order. He moves to make the rule as it already exists. I contend that his motion would not be in order unless he moves some change. I don't see how we can now adopt something that we have already adopted.

The Vice-President: It seems to me the amendment is hardly in order as offered by Mr. Culver. It would appear to me from the ruling adopted yesterday, that the proper procedure here would be either to accept or reject Mr. Eckhardt's report, and then, after that is done, any resolutions bearing on that question can be offered and either acted on by the convention or go to the committee on resolutions to be acted on tomorrow when they report. If Mr. Culver withdraws his motion—

Mr. Culver: My only purpose was to put this before the house so we could have full discussion. I meant it as an amendment. I meant it should go in that report as a recommendation from the committee, but it slipped my mind. I will withdraw my motion.

The Vice-President: The chair will give you an opportunity to offer an amendment, and also the gentleman from Norfolk to offer his resolution.

(Calls for question.)

Mr. Rogers: I think an amendment would be entirely in order. Now, if we adopt the report of the chairman, that would really end the matter. Therefore, I would offer an amendment that the report of the committee on grades be recommended to the committee with a recommendation that some modification be made in the existing rules. If you will bear with me one moment, the life of this Association is in the grading of grain. The grades of grain was taken up to forestall any possible Government interference, and unless this Association can make rules on grades of grain that are acceptable to this country, the object of this Association is a failure. Therefore I say, using the slang phrase, the "milk in the cocoanut" is our grades. Can we agree to uniform grades? I say we can, with certain modifications. But with the existing grades as adopted by this Association one year ago, it will not be accepted by the East as a whole. Therefore, I urge the gentlemen present to vote for my amendment, that this whole thing be recommitted to the committee for them to make a report in the morning.

Mr. Cofer: I second that.

Mr. Eckhardt: Personally, Mr. President and

gentlemen, I feel it is hardly fair to recommit this report to the committee. I want to say in explanation now, that the Secretary requested a meeting of the promulgation committee this morning at 9 o'clock in the Secretary's office. We waited until nearly half past nine and only four members of the committee appeared. The gentleman from Norfolk read his paper, and those members of the committee who were there, after a little talk, in which I said to them that I felt to open up this question of grades now would mean a detriment to the association, it was practically left in the hands of the chairman. My point is this: If the life of the Association is Uniform Grade Rules, then the gentlemen from Philadelphia and from Norfolk have shown no interest in that so far as I can find out. For the Rules I want to say this: That on three or four different occasions the Uniform Grades Committee met at different points, and after these various conferences we met at St. Louis and these Rules were gone over verbatim, one rule after the other. There was a scrap, I think, for two days and the Rules were finally adopted.

The question of damaged grain in corn was one that was discussed for a large part of the time that the Rules were considered; and the same question arose as to the dirt in corn. Now, as to the question of damaged corn or dirt in corn. I doubt whether you, gentlemen, have considered what 2 per cent of dirt means. I know that 5 per cent of damaged corn is a moderate percentage for No. 2, and 10 per cent a moderate percentage for No. 3, and there is only one lower grade and that is No. 4. The Western markets have been fair enough to adopt these Rules. They have conceded a point; they have given away. They have said, "the Rules don't suit us"; but for the sake of helping the Association along we will adopt the Rules. The Eastern market has not done that, I think, barring Baltimore,—with such additions as were necessary for that particular section. There was nothing to prevent Philadelphia from adopting the Rules and adding something to meet the requirements of that particular section.

A gentleman writes me that 5 percent damage is all right for export grade No. 2 corn, but it isn't all right when he wants to sell No. 2 to a local customer. I contend that they should be the same. The same should be true as to No. 3 corn. These Rules don't fit the Chicago market exactly, but Chicago, a large handler, has accepted the inevitable. It seems to me it is uncalled for at this time to ask the committee to take back the report and fit the conditions of Norfolk. In Iowa, probably 85 percent, and in other states, anywhere from 65 to 95 percent, of the corn is fed on the farms; and if you draw up rules to fit a particular section of the country, you are going to antagonize the farmer. You have got to be fair to the men that produce the stuff. You are a commercial market in handling this grain. We can't fit these grades to fill the particular wants of a little section in the East. They have to give way the same as the rest of us. I notice the gentlemen who have asked us at various times to formulate grades for their section have not signified by their actions that they were in earnest.

Mr. Cofer: In reply to Mr. Eckhardt, I would like to state that our delegation stands absolutely pat on the paper as presented. We are not here asking the uniform grades committee to adopt any rules to suit Norfolk, New York, Philadelphia or Baltimore. We are here in the interest of at least a great many Western markets as well as the East and the South. I have handled grain for perhaps eighteen years. I may not know as much as the inspectors out here, or some of the dealers that have been in the business a longer time; but I want to say, in my humble judgment, that the Rules are absolutely wrong and too broad, and they cannot serve all sections of the country as they should. Now, it seems to me, that in the formulation of these Rules, the West should not be considered altogether; the farmer should not be considered altogether; but it seems to me the conditions throughout the country should be considered and such rules formulated as will best

serve the masses. We realize fully that the East and the South are in a minority. I want to say frankly that when your Secretary came to Norfolk soliciting memberships I was instrumental in getting seven members there for him; and I said to him at the time, as he knows, that we did not approve of the present grading, and if we joined the Association he might expect to hear from Norfolk at this convention. He said he would be glad to have us come out, and we are here to say what we have to say whether we get any modification or not.

In addition to the South and East, I believe I can voice the sentiments of Cleveland, of Louisville, and possibly of Nashville and Chattanooga, although our Board of Trade had not received replies from these two markets before I left; but the Board of Trade in Norfolk has been working on these matters the last two months; and I am very sorry we haven't more of our delegates from the South and East, because I should say 75 or 80 percent of all the markets we heard from agreed with us absolutely in our position. I say it is eminently unfair to the South and East to force these unjust gradings on us. It is simply going to result in this: It will drive us to trade with the small country shipper where he will sell us stuff Norfolk weights or Eastern weights and inspection. If these Rules are not modified, it is my opinion that in a course of time the West will lose a considerable volume of business; that is, so far as the big markets are concerned. They may have an outlet for their corn and not want our trade, but it seems to me we should be fair and work in the interest of the whole trade and not any one section. We want to buy your grain; we don't want to buy where we get the cheapest, but we want quality and are willing to pay for it.

I think in the position I take now I will be backed up by the entire East and South and a good many Western markets, in saying that the present grading is absolutely unjust; that no corn with 5 percent cob rot and 2 percent dust should grade No. 2. Mr. Eckhardt said it was hard to tell what 2 percent or 5 percent was. I want to say frankly that a few months ago it was my misfortune to receive five cars from this market, and I blew out, I think, thirty bushels of dust to the thousand. Under your ruling you could put twenty bushels more there. When I weighed in this corn it hadn't seen a fan at all. It had the shucks and dirt in it. Now, I want to say that if corn does blow out thirty bushels and your gradings would permit twenty bushels more, then the Rules are eminently unfair. All the East expects of the West in this matter is to give us a reasonable show. If you will do that, it will be very much less trouble.

Mr. Shellabarger: The gentleman from Virginia, in asking to recommit this report to the committee, said that apparently the Rules were adopted for the benefit of the country shipper. I represent one of the country shippers of Illinois and am a member of the Illinois Grain Dealers' Association. If the gentleman can find for me one member of the Illinois Grain Dealers' Association who is a shipper that is in favor of the Rules as they exist today, I will get him the best dinner that can be found in the city of Chicago. Members of the Illinois Grain Dealers' Association are not in favor of these Rules. They say they are too rigid. If there is anything going to be added to these Rules that is going to make the grading of our grain more rigid than it is today, then I think I voice the sentiment of a large proportion of the Illinois grain dealers when I say we will go and ask for Government inspection before we will stand for anything more being taken off of us. I, too, could give a lot of experiences about shipping—some to Virginia; but I do know we are shipping as good corn as we ever did. We are getting more corn than we ever did. I have been handling corn, both buying it for milling and buying it for shipping and buying it for feeding, for twenty-six years—I am old enough to have done that; and I want to say that the corn today is of better

quality than it was twenty-six years ago, and twenty-six years ago we got practically all No. 2 corn and we get very little of it now. If it is a fact that our corn is not as good today as it was five, ten, fifteen or twenty-five years ago, then it doesn't speak well for our state universities that are promulgating information with reference to improving our corn; it doesn't speak well for all this effort and money put forth in that direction.

I simply want to reply that if this convention goes on record as advocating more rigid rules with reference to the grading of our grain, the members of the Illinois Grain Dealers' Association, and I think will be backed by other states affiliated with the National, will go on record as being in favor of the Government taking this matter in hand. We feel that the Rules of the National Association are not for the benefit of the shipper by a long shot. We fought them from start to finish, and unfortunately we didn't get enough of the members from the shippers present at the National Association convention to make ourselves felt. You receivers run things to suit yourselves, and I would do it, too, if I was a receiver and had the same opportunity. But we do want to register our kick; and I want to say that we will be heard from in a pretty vigorous manner if there is anything done that tends toward making our Rules more rigid than they are today.

The Vice-President: I have an announcement that Mr. Reynolds requested me to make. That is, if any of the committee on nominations are present he would like to meet them at the door in the lobby as soon as you can meet him there.

Mr. B. A. Lockwood: I would like to inquire of the gentleman from Norfolk what his corn graded after he blew it—after he put it through the blower what did it grade?

Mr. Cofer: Graded No. 2—No. 2 white or mixed. The position we take is, that with the No. 2 corn we get from the West it is absolutely necessary that we clean it before we can send it to our trade, or before it can be made No. 2 or should be made No. 2. I am speaking from experience. I had occasion to buy corn from a certain shipper in the West six months ago—twenty-five cars No. 2 corn. The corn arrived in Norfolk and graded No. 4 on account of the dirt, cob, oats and everything mixed with it. I have had other similar conditions. I have had grain from Chicago and other markets where uniform grading is in force. All the East desires to get from the West is a good square grade of stuff that we can ship without cleaning. We are not over particular, but we want the best grade when we buy No. 2, and not No. 3 and 4.

Mr. Lockwood: I think we must admit that all of us think we are right. I believe that the inspectors of most of our markets, if not all of them, are trying to be honest as between man and man. I also believe that if a man buys a car load of corn with the understanding that it is to be cleaned and blowed, he will get it. But I don't think that a man is justified in buying a car load of corn and expect that corn to come in cleaned or cleaner than it ordinarily would be without buying with that understanding. Now, the Eastern market, we must grant, and some of the Southern markets, too, are markets that want a peculiar quality of corn. I am here to say for myself that they can get it. All they have to do is to pay for it. A man must not buy a commercial grade of corn knowing that it does not fit his particular market without being dusted up, he should not buy that corn in any market.

With the range of grade of 3 corn I don't see how it can be considered unreasonable as between the buyer and seller. I think that if a man is in a market and he requires a better class of corn, there are those markets. I know some markets require a better class of corn than other markets. Therefore, the buyer, in making a contract for corn—No. 3 out of Chicago—if he wants that corn to come in in better condition than other markets want, if he wants what you call a high grade of 3, he should buy a high grade of 3 and pay for it.

Mr. Reynolds: Mr. President and gentlemen: I don't want to get into this thing

because I have been into it too much and too long already, but there have been a few things said that I want to take exception to. In answer to Mr. Shellabarger, I want to say that I do think that corn is a poorer grade now than it was twenty years ago, and I have been in the grain business for twenty-five years. But I do think this argument is entirely unnecessary. I think you are all looking at it from different view points.

In the first place, the gentleman from Norfolk can get what he wants, if it is produced. The brand put on it by any market isn't going to change the quality. I, therefore, say as to that gentleman: Buy whatever kind you want and insist on getting it, and the Grain Dealers' National Association will see that you do get it. The fact that you put a lower grading on corn doesn't make it any poorer than it was. You only have to buy what you want and you will get what you want, and if you don't get it call on the Grain Dealers' National Association.

I want to say in a spirit of all fairness and to urge that we do not put ourselves on record now undoing that for which we have worked for five or six years. I welcome the new blood that comes in here to help us fix this up, but I beseech them not to go ahead and undo what we have been doing for five long years; and I urge the South not to say they won't buy grain under these rules. I urge Illinois and all the country shippers not to say they won't come and live under these Rules if it is found best to make them a little stricter. I want to say this law can be changed and you can all get along just as well or better than you have been. It will be to your everlasting shame if you undo what has been done so well and what we have been so long in accomplishing.

In addition to what I said this morning in regard to legislation, you are standing right now in line to promote legislation to your detriment whenever you do anything to destroy the work already done. The grade put on corn does not change its condition or its quality. Work under the law as it is; buy what you need; watch it and pay the price it actually is worth in the market. I, as a country shipper, when I climb on the wagon to buy corn from the farmer, am going to judge of its quality then and there by the Rules under which we are working, and my judgment doesn't change the quality of that corn. How much difference is there to you if a carload of corn is called 2 or 3 if it is what you want and the price is all right? Your difficulties are all imaginary. There is nothing to it. I believe, if you will give it as much time as Mr. Eckhardt has given it, you will come to the conclusion that you can all give a little here and there and get together on rules. (Applause.) It would be the height of folly to here undo what earnest workers have done all these years past. As said by Mr. Lockwood, let us give to everyone the credit of believing they are honest in this matter. Now, the statement that I have made, that corn is not changing, or rather that corn is just as poor now as it was twenty-five years ago, you know each and every season has its grades and conditions. What happened last year is not necessarily going to happen this year. But there is this one thing sure, if you want governmental interference, it is a mighty little step for you to take to get it. All you have to do is throw down the barriers and undo what we have already done. (Applause.)

Mr. Cofer: I want to say one more word. The gentlemen here have suggested that we buy what we want and pay for it. I want to say frankly that we buy what we want. We buy No. 2 corn and get 4. That is the kick we are making. My friend over here suggested something about 3 corn from Chicago. I tell you frankly we don't dare buy Chicago 2, and we certainly wouldn't buy their No. 3. It would seem to me that the question here should be decided as to whether or not under this uniform grading the grades of 2 and 3 corn do or do not contain too great a percentage of rotten corn, dirt and broken grain. I say when that is once remedied, when it is made reasonably satisfactory to the South and East and parts of the

West, we will abide by the uniform grading; and Norfolk stands ready to adopt the uniform grading on corn whenever it is put on a reasonable basis; but until it is we will never do it.

Mr. Rogers: I would like to say one word. The chairman of our committee has seen fit to make a little explanation. We met in session this morning. Out of fifteen members there were only four present—not a quorum. Therefore, I feel sure that it is unfair to file that as a report of a majority of that committee. We of the East feel that Chicago is supreme. She is the hub we little fellows revolve around. I believe I have been conscientious since this institution was established. I have tried to do what I felt was best for the National Association. I simply ask that this report be recommitted to our committee with the hope that we can at least have a quorum. In the absence of a quorum I am willing to abide by the vote of those present of the committee, but I think it is just that we should have another chance to make that report. We are willing to do the work and all you have to say is take it back and try again.

Mr. Culver: My integrity as a man and inspector and a member of the promulgation committee has been taken in question by the paper presented here by the South—that I as an individual presented rules to this Association that were biased or favored anybody. I will say that every rule in that book was composed from every market in the United States and on averages taken from the actual grades of the different markets and the average struck from the whole. The miller, the dealer, the shipper, the receiver, the farmer, had no more to do with it than you had or this Association had. They were presented to the St. Louis convention and passed after three days' hard work. Mr. Reynolds said we were five years getting these Rules through to stop National legislation. We were nine years—from Mr. Lockwood's time down. For five years I worked on those Rules and put in my spare time. I was glad to hear Mr. Shellabarger say what he said, and the Illinois dealers will tell you what I said before them. I pledge you on my honor that the average was struck from an average grade from every market in the United States, and these were placed before the St. Louis convention and they accepted them and endorsed them.

Last winter the matter was taken up in Chicago before the Warehouse Commission and the gentlemen charged me with favoring the city markets instead of the country. I favored nobody. I struck the averages as I found them and submitted them to this convention and they were approved. The agitation along this line is driving the trade to Government inspection, and when you once get it you will wish you didn't have it. It will mean so many more political mouths to feed, and who is going to pay the bill? All you gentlemen that are selling grain. It won't affect me, I believe; but I have stood by the trade because they have stood by me, and I would be sorry to see any change made. (Applause.)

Mr. Eckhardt: I want to say in further explanation, and I beg pardon of the convention here for speaking so often, that about a month ago I addressed every individual member of this promulgation committee, asking them if they had any suggestions to make for reformulating this report. The gentlemen will bear me out in that statement. Absolutely no suggestion—not one—came in the line of a modification of grades, except so far as the wording of a rule with reference to purified oats. A gentleman wrote me about that. That is the only suggestion I have received from any member of the committee that has been working with me under these rules.

Mr. Cofer: I want to say when the Norfolk delegation prepared that paper we had no idea who formulated these Rules. We stated the conditions there as we saw them from our point of view. We did not intend to cast any reflection upon Mr. Culver. But if we can demonstrate beyond a shadow of a doubt that the Rules are not right and should be modified, then I think that should be done.

It is useless for me to say more. I think I have covered the ground fully. I trust this matter will be recommitted to the uniform grades committee for further consideration because, as Colonel Rogers says, I feel satisfied that with only four members of that committee there they haven't voiced the sentiment of that committee, and if the Eastern and Southern delegations could go before them tomorrow morning and state fully our claims I feel that they would see the justice of them.

Mr. I. P. Rumsey: I move that this report be recommitted as requested by one of the committee.

The Vice-President: That is before the house now. The motion before the house is that the report be recommitted to the committee with the recommendation that they make such modification, if any, that they think right on these grades under discussion.

Mr. Cofer: Did this committee, this morning, with only four members present, which was not a quorum, have a right to make this report to this convention as a report from that full committee or a majority of it? I don't know what the By-laws are, but it seems to me that in all meetings it is necessary to have a quorum, and at the meeting this morning there was no quorum; and therefore I think the report may be out of order.

The Vice-President: I was going to suggest that I think it might be in order, providing the chairman did what he says he did,—ask the members of that committee before the assembling of the convention as to whether or not they had any suggestions to make; and while I am presiding here at the request of the President in order that this matter may be finished, as I am familiar with the discussion, I do not want to make any ruling in reference to the matter on the point you raise, because I am not familiar with the By-laws on that subject.

Mr. Eckhardt: I formulated that report, as I suggested a moment ago, after writing each individual member of the committee, and I had no suggestion along the line of a modification of grades. I am sure I am right when I say that is the usual custom followed where the members of the committee are made up from various sections of the country and where they have no opportunity for a fair and full discussion before a meeting. As to the report itself, I want to say this, that there is nothing in that report that can interfere with Mr. Cofer; there is nothing in it that will prevent him from taking up the Rules as often as he wants to. There is nothing there that says what shall be the Rules for next year. It simply makes a report of what has been in the mind of the chairman for the past year. So far as I am concerned, I don't care; but it seems to me to be an act of discourtesy to the chairman of the committee.

The Vice-President: My idea was the convention should act on the report and then entertain any resolution it deems proper as to the modification of grades. This motion to amend is before us, and discussion has been brought out based on that motion.

Mr. Cofer: I wish to state further in reference to this, that Mr. Eckhardt states he wrote the different members of the committee and got their opinion with reference to any proposed changes in the inspection rules. I make the claim that if these gentlemen had been in this convention, this delegation from the South and East would have been heard by them and the chances are they would change their opinion. They had no idea any protest was coming up here. Now, I claim that the East and the South, having made the complaint ought to be accorded every opportunity to lodge their complaint before a majority of that committee; and in view of the fact that the majority was not there, I think it should be recommitted. Just one question that I want to ask Mr. Eckhardt and Mr. Culver. I understand three years ago the grading was very satisfactory. I would like to know why it was changed from 3 to 2 percent when it was satisfactory at that time. Why should you want to give the East and the South and some Western markets

2 percent more of rotten corn than you gave three years ago when things were satisfactory?

Mr. Culver: I can answer that. Those Rules were amended in the St. Louis convention after samples of corn had been compiled and passed around to every member of the promulgation committee. With 5 percent of cob-rot there was not a man there that did not pass upon it as No. 2 corn and 3 corn—2 yellow and 3 white; and they accepted that. They even went so far as to take samples of corn off the table with 12 percent in and they were passed in and were accepted. That is what the grade was based on; it was based on stuff that had actually been graded for years.

There is probably once in eight years you get a cob-rotten crop. That is when you get the boring worm. If that grain happens to be blue eye or mahogany, it must go in 4 corn. If you receive a car of corn with 2 percent mahogany in new corn, it will make the whole car moldy, because you have impregnated it and started the "fire" in the corn. Two bushel in a hundred will start it off because you have the elements there that start fermentation, and you have to do something with it quick or it is gone.

Mr. Lockwood: This committee seems to be very competent, and at the time of the institution of this committee it was just as competent. It has grown from time to time and has been the burden upon the shoulders of some very industrious men thoroughly familiar with that business, who have always been desirous of doing good for the public. If you will look back over the record and see who composed that committee, you will find that is quite true. I am in favor of uniform grades, and I was at the time this committee was appointed. I am proud of the work they have done. I think these gentlemen who are here—I think we should ascertain how many of the committee are present in this room. I would like to see the gentlemen that are on this committee that are present in this room during this debate.

The Vice-President: The chair will ask the members of the promulgation committee on Uniform Grades to stand while the Secretary counts the number present at this time.

Mr. Rogers: It would take eight to make a quorum.

The Secretary: Will you please let me offer a suggestion: Under all ordinary parliamentary rules, no committee is larger than the organization makes it. The committee has made a report; the organization is here in session; and there is positively no objection to the convention receiving the report of the committee, and then, too, the convention taking the matter up as business in regular order. No ordinary usage requires that, unless the services of that committee are available. That is usually done at the request of one member of the majority of the committee making the report; that it be recommitted for further consideration, with their consent. But without their consent the report can be received and then the convention take up the suggestion of Mr. Cofer.

The Vice-President: I think we had better get this straight. The motion was made by Mr. Rogers, a member of that committee, and I was asked to count the number present here that we might determine just what proportion of the committee heard this debate. If the gentlemen will stand we will count them.

The Secretary: There are those standing who are not members of the committee.

The Vice-President: Only members of the committee will stand. The others will be seated.

The Secretary: There are five present.

Mr. Lockwood: There being five present, these gentlemen who have this contention in their minds had the right to appear before that committee, and if they were in doubt as to there being a quorum present it would have been courtesy on their part to have asked a full committee representation at that meeting this morning—not now, nor hereafter. The chairman should have been advised by those people that they had certain complaints to make and undoubtedly they would have been listened to.

That was the time and opportunity. Now, there is too much at stake. You must allow a majority to rule and acquiesce in this condition today, with the thought in mind that the next time you will be prepared.

I will make the suggestion, if they have a particular kind of grain that they want to buy, and they don't find it in the Rules laid down by this committee, they can establish grain prices with some good honest man on any board in the United States, and when they want that kind of grain, they wire him to send them some of their kind—white, yellow or mixed, or their kind of wheats or oats—and I know they will get it. I have had experience in wheat. There is a man present here who grades wheat in a Western market, but I don't buy on his grading. It is a good grade; there are other men who do buy on his grade, and it is all right. They say to me, "Why don't you buy his grade?" and I say, "It is not my kind of wheat." But I establish a sample of the kind of grain I want; and if you have a particular kind that you want, I tell you you can get it. Now, for this year, in order that we may all continue along harmoniously and the majority really rule, let some of you gentlemen take these suggestions under consideration.

Mr. Cofer: I want to thank my friend for his suggestion. I want to say that our delegation called on your chairman of the uniform grades committee on yesterday, notified him we had a complaint to lodge, asked for a meeting this morning with his committee, and we were advised this morning that the committee had been called together, and we went there for the purpose of stating our trouble before a quorum. We got there and found but two or three members present. It was suggested that we put our case up to them, and I stated to the committee that was there that as the matter was of considerable importance, I thought we should have certainly a quorum if not a full committee. My idea was to avoid, if possible, any discussion on this floor; and if we could have gotten a full committee, then the chances are we would have adjourned a half or three-quarters of an hour ago.

Mr. Rumsey: Is there a motion before the house?

The Vice-President: Yes, that the report be re-committed to the committee.

Mr. Rumsey: I move the previous question. I think we have no reason to argue this matter any longer. I think it is right and proper that these gentlemen who have come here for the purpose of lodging a complaint, and have come a long ways to do so, ought to have the recognition of this committee and be heard.

Mr. Rogers: I want to make an explanation to the chairman of the committee first.

Mr. Grimes: May I have the floor?

The Vice-President: I don't think we have a right to discuss the motion of Captain Rumsey.

Mr. Grimes: I asked for the floor prior to Captain Rumsey's motion. I think if Captain Rumsey will grant me one word—

Captain Rumsey: Certainly.

Mr. Grimes: The gentlemen of this convention owe a vote of thanks to Mr. Cofer, and I think they owe a vote of thanks to Mr. Rogers, and to all the other gentlemen who have added to this discussion. It has certainly put in this convention something we have been trying to get in it since it convened—a little vim and vigor. No matter what this results in, it is certainly a credit to the gentlemen who have done this.

Now, as a member of the legislation committee—we have worked hard in endeavoring to accomplish just what Mr. Eckhardt has brought before you, not as to the uniform grading but as to legislative grading. And to undo that now, after nine years' work, for the purpose of accommodating, perhaps, one end of the country to the detriment of the others, it seems to me, would be a very foolish proposition. Again, let me say, if you have uniform grades, what is the difference? If you know when you buy corn in Chicago that the No. 2 will have five per cent dirt and cob rot, you know what you are going to get, don't you? If you don't want to buy that grade of corn, don't buy it; buy some-

thing better. If you know what you are going to buy and you want it, buy it. If you don't want it, don't buy it. But let us have uniform grades and be done with this.

Mr. Rogers: I feel there is an explanation due the chairman of this committee. Reflection has been cast somewhat upon Mr. Eckhardt. I want to say he did the best he could in making that report in the absence of a quorum, and he has done just what I would have done, and, I believe, what any other member would have done. Therefore, I say Mr. Eckhardt was fully justified in making the report he did.

The Vice-President: The question is on the amendment to recommit this report to the committee with the recommendation they make such modification as they think proper.

(Vote taken.)

The Vice-President: The chair is not able to decide. All those in favor of the amendment will please rise, all those in favor of recommitting the report to the committee.

Eleven rose and voted in the affirmative; 35 in the negative.

The Vice-President: The amendment is lost. The question now reverts to the original motion.

Mr. Cofer: I want to say this, that Norfolk



C. C. MILES.

accepts its defeat gracefully; and we desire to go on record as saying, if we live to see another year, we are coming back to fight along the same line. The Norfolk delegates want to go on record in this convention as saying, in our humble judgment, the uniform grades committee have not made a report to this convention based on a quorum being present, and therefore we contend that it is not a report, in view of the fact that they did not have a full committee to hear this delegation from the East. Had they been here and heard this discussion, the chances are we would have gotten consideration at this meeting.

Mr. Tyng: In answer to Mr. Cofer I will say that it has been the custom of the Association, as far as I know, for years. I have never known of the question of a quorum being raised before. If they were not all there, it was the best we could do and was accepted. That was the custom in the past.

The Secretary: I would say in explanation further that the same rule applies to the Board of Directors, whose rules provided that the action of the board shall be valid when concurred in by a majority of those present.

Mr. Eckhardt: I don't like to prolong this debate here, but it occurs to me that the question raised by Mr. Cofer of Norfolk is begging the question entirely. He doesn't know what was in the minds of the people who are not here.

Mr. Merrill: I was the original mover of the motion that the report be approved, I want to

say that a stream cannot rise higher than its source. This Grain Dealers' National Association constitutes its committee, and this committee has met in due order and in due form and has rendered its report. This same power—this same authority—which created it may, or it may not, in its pleasure, accept that report. If it chooses to accept that report, it is strictly in order in all good parliamentary rules. That is the question before us now. I move you, sir, the question.

(Calls of "question.")

The Vice-President: The question is on the original motion, which is, that the report be adopted and filed.

The motion was carried.

Mr. Montelius: I would like to move that the rules as adopted a year ago at Indianapolis be adopted for the ensuing year.

The President (resuming chair): In exchanging places with the Vice-President, Mr. Montelius, I did not hear all the motion.

Mr. Montelius: I move that the Rules as adopted a year ago at Indianapolis at the convention there, be accepted for the ensuing year.

Mr. Rogers: I again rise to a point of order; with due respect to my friend, Mr. Montelius, president of the Illinois Grain Dealers' Association, his motion is out of order. I don't think when these rules were passed they were passed for one year. They were passed until this Association saw fit to change them. Therefore your motion is to continue what we already have, and is out of order.

Mr. Montelius: I withdraw my motion. I didn't understand it that way.

Mr. Merrill: Mr. President, the Board of Trade of this City has prepared a little souvenir in the form of a book, which I see some of you have. Every delegate to this convention is entitled to one, and it is the wish of our Board that he secure it; and I think I can confidently say that if you take it and look it over, you will be careful indeed to preserve it and take it home.

The President: If there is nothing further we will now adjourn to 9:30 tomorrow morning, and I trust you will all be here on time.

WEDNESDAY MORNING SESSION.

Convention called to order by the President at 10:30 a. m.

The President: Owing to the fact that a number of our members are now engaged in committee work, our attendance is lighter and later than usual this morning, but it will increase. We have delayed long enough, however, and will now proceed with our work.

The first thing on the program is the report of the Committee on Publication Arbitration Decisions, Mr. H. S. Grimes, Chairman.

PRINTING ARBITRATION DECISIONS.

Mr. Grimes: It is certainly to be regretted, Mr. President, that there are not more members here this morning, but I guess there is no way to get them in. At the last annual meeting of this Association a matter was referred to a committee consisting of the following: Messrs. E. M. Wasmuth, W. T. McCray, Adolph Gerstenberg, C. C. Miles, and myself. This committee was instructed to bring in a report at this convention as to the advisability of publishing the arbitration decisions made since the organization of the Grain Dealers' National Association. I beg leave to report:

Your committee to whom was referred the question of the advisability of publishing in pamphlet form for the use of our members the decisions of the arbitration committee from the time of the establishment of this committee up to the present date, beg leave to report as follows:

We made a careful and painstaking investigation, and find that it unquestionably would be beneficial to the trade to have these decisions before them for inspection. There are many reasons why this should be done, but the principle one is that our members may have a guide to go by in case of a similar situation existing in transactions that they may make. We find many parallel cases in our researches; and we feel that if the parties interested in similar cases could be able to look over the decisions in the past and find a parallel in one of them, it might govern them largely as to a settlement without referring it to the arbitration committee, and avoid legal proceedings if contemplated.

We can find no case on record that has in our opinion been arbitrated wrongfully, and we find in

many and many cases that if it had not been for the good office of the arbitration committee long and expensive litigations might have resulted. Very few cases have been appealed from the arbitration committee to the board of directors, as our by-laws provide; and in those cases that were appealed we find that the board of directors have sustained the committee on arbitration in their decision.

Our investigation led us to make inquiries as to the feeling that followed the decisions of the arbitration committee, of the interested parties, and it certainly is a pleasure for your committee to report very few cases where the parties were dissatisfied; and even among the dissatisfied ones we find, in the majority of cases, that they are still doing business with the parties with whom they had the arbitration. On the other hand, if these particular cases had gone into a court of justice, there is no question that litigation would have engendered a feeling between them that would have resulted in the entire cessation of business relations; at least, we are led to believe that such would be the case, as precedence governs us in our conclusion.

Your committee feels that no better service could be rendered to the members of this Association than allowing them the privilege to have in compact form a complete copy of all the arbitration decisions. We believe that it will avoid litigation; and the members can refer to the decisions, wherein cases are of a similar character, thereby gaining knowledge that may influence them as to arrange an amicable settlement.

We recommend that the secretary have published all the decisions in book form, and do it as expeditiously as he possibly can, and mail to each member of this organization a copy, following it with a circular letter under 2-cent stamp, calling attention to its being sent.

The President: Gentlemen, you have heard the report of the chairman of the special committee on publication of arbitration decisions. Their recommendation certainly has great merit. What is your pleasure?

Mr. England: I move the report be received and the recommendations be concurred in. I think they are all most excellent. I think the publication, preservation and dissemination of the decisions of the arbitration committee will do great good. It will prevent many who are trying to disagree from resorting to arbitration when they see the decisions. It will also be a guide to the arbitration committees of the future to have the proceedings of the past committees in such shape and where they can refer to them.

Mr. Rockwell: I second the motion.

The motion was carried.

The President: It is now 10:30, and the special order of business is the report of the committee on resolutions, H. S. Grimes, chairman.

Mr. Miles: I have a short resolution I would like to present. It refers to arbitration matters—if it be in order?

The President: State it now.

Mr. Miles: The committee on arbitration were directed to look over the suggestions of changes that were offered by the Secretary of the Association in the rules governing the process of arbitration, and I want to present, Mr. President, the following:

At your direction your committee on arbitration has reviewed the recommendations made by the Secretary, and by way of approval, offer the following resolution:

Resolved, That the recommendations for the amendment of the Rules on Arbitration suggested in the annual report of the Secretary before this meeting, be adopted.

You heard them read a day or two ago when the Secretary presented this report. I move its adoption.

Mr. King: I second the motion.

The President: The carrying of this motion will amend the Arbitration Rules in accordance with the Secretary's report.

The motion was carried.

THE RESOLUTIONS.

The President: The next in order is the report of the committee on resolutions by H. S. Grimes, chairman.

Mr. Grimes: There are some resolutions that are not in yet.

The President: At the meeting yesterday, or the day before, a motion was carried that the committee on resolutions should be given a special time for their report, and the time was set as 10:30 this morning, which hour has now arrived.

Mr. Grimes: There are a number of committees appointed to draft resolutions, and their resolutions have not yet been turned in.

The President: I would suggest that we now take whatever resolutions we have and act on them.

Mr. Grimes: We are ready to report on all that were gotten up by this committee.

The President: If the chairman has no objections we will proceed with what resolutions he has.

Mr. Grimes: Mr. President and Gentlemen of the Convention: I beg leave to present to you the resolutions as formulated by the committee on resolutions, and others that have been handed in:

RESOLUTION OF THANKS TO VICTOR H. OLMSTED, CHIEF STATISTICIAN OF THE UNITED STATES AGRICULTURAL DEPARTMENT.

Resolved, That the thanks of this convention are given to the Hon. Victor H. Olmsted for the most excellent address that he favored this convention with. The address was one that carried with it much unwritten information that will be of great benefit and knowledge to the members of this Association. It certainly carried with it the complete information as to the manner of gathering statistics on cereals, etc., that was most eminently satisfactory and relieved to a great more or less extent the doubts that have existed in the minds of many members as to the reliability of the government report.

ENDORSEMENT OF HOUSE BILL NO. 19862 BY THE HONORABLE WM. J. CARY, NOW BEFORE CONGRESS.

Resolved, That the members of the Grain Dealers' National Association, through their respective representatives in Congress, render every assistance and



H. S. GRIMES.

support for the enactment of Hon. Wm. J. Cary's filing-time bill now before Congress, known as Bill H. R. 19862, and that the Legislative committee of this Association be instructed to further in every way the enactment of the Bill. Be it further

Resolved, That a copy of this resolution be forwarded to the Hon. W. J. Cary with instructions that he could have as many copies as he may desire for his personal use.

RESOLUTION OF THANKS TO REV. FRANK G. SMITH, D. D.

The thanks of this convention are tendered to the Reverend Smith for his inspiring invocation. The unusual strength of Rev. Smith's manner of invoking the Divine blessing was reflected in the spirit of reverence manifested by the grain dealers while his words were being pronounced.

ENDORSEMENT OF H. R. 17267 RELATING TO BILLS OF LADING.

Whereas, The great staple crops of the country can only move in interstate commerce under bills of lading; and

Whereas, Great laxity has heretofore existed in the issuance of bills of lading for valuable property, and serious financial loss has been occasioned by accommodation bills of lading, for which legal liability has been escaped, and financial losses have accrued by reason of forged bills of lading; therefore, it is essential that bills of lading should be in every sense bona fide and truly and faithfully represent the facts therein stated, good business principles demanding that for the benefit of the farmer, the dealer, the financial institutions and the carriers all order bills of lading should be properly safeguarded; and as there has been passed by the House of Representatives and there is now pending before the Senate of the United States, "A Bill relating to bills of lading" (H. R. 17267), which has for its purpose the prevention of issuing irregular bills of lading of any kind; therefore, be it

Resolved, By the Grain Dealers' National Association, in annual convention assembled, representing over five thousand buyers, shippers and receivers of grain in the various states of this country, that we heartily endorse Bill H. R. 17267, relating to bills of lading, now pending before the Senate of

the United States, and earnestly recommend its speedy passage; and, be it further

Resolved, That a copy of this resolution be forwarded to the President of the Senate of the United States, with the request that it be presented to the Senate.

CROP REPORTS.

Resolved, That this Association commend the action of the Bureau of Statistics in changing the time of issuing crop reports to 1:30 p. m.

Resolved, That the large difference at present existing between the reports on grain acreage and condition of some of the state agricultural bureaus and those of the Government be brought to the attention of the various states and the Washington authorities, with the suggestion that there be a meeting of said parties and an effort be made to adopt a plan that will result in uniformity.

Resolved, That this Association respectfully ask Congress to place at the disposal of the Weather Bureau and Bureau of Statistics an increased appropriation so that better results may be realized.

RESOLUTION OF THANKS TO OFFICERS:

Resolved, By the Grain Dealers' National Association, in convention assembled, this twelfth day of October, 1910, that we tender to the officers for the past year our sincere thanks for the painstaking manner in which they have conducted the business of the Association.

While all the members of the committees deserve special thanks, we cannot help mentioning more particularly the work of the Arbitration committee. It is especially desired to thank the members of the Arbitration committee, whose work has been conducted in such an excellent manner that no criticism of any kind can be offered. The members, Messrs. Miles, Wasmuth and Grubbs, certainly deserve special mention and the sincere thanks of this convention.

It is the desire of this convention to extend to President Tyng its most earnest thanks for the excellent work that he has carried on during the past year; therefore, be it

Resolved, That it is the earnest wish of this committee that a vote of thanks be tendered him as a tribute to the energy displayed in conducting the affairs of the Association throughout his term of office.

While it is expected that the Secretary of the Association shall devote his time and energy to the interests of the organization and use his best endeavors to further those interests, we cannot but mention the untiring manner in which he has conducted his work, with that end in view.

Secretary Coureier has worked incessantly during the past year, and, as his report will show, the results have been largely beyond the expectations of its members. Due almost exclusively to Secretary Coureier's hard work, this Association has gained in membership and in finances to such an extent that we can safely say that there will be no further occasion to be apprehensive of the future. It certainly has been shown by this very excellent report that the Grain Dealers' National Association is on a better footing today than at any time since its organization.

THANKS TO MR. J. COLLIN VINCENT.

This convention desires publicly to express the thanks of its members to Mr. J. Collin Vincent for the excellent address delivered by him upon the subject of "Foreign Cereals," and also desires to thank him for the splendid exhibition of those cereals so generously provided for the education of the members and guests of the Grain Dealers' National Association.

THANKS TO THE ENTERTAINMENT COMMITTEE.

It is the desire of this convention to extend thanks to the members of the different committees of the Chicago Board of Trade who have so faithfully carried out their part of the entertainment of the delegates of this convention; therefore, be it

Resolved, That this convention extend to all committees the thanks of the convention for the courtesies shown the delegates. The entertainment provided for the delegates was all and more than could have been expected, and each and every member desires personally and collectively, through this committee, to voice these expressions of appreciation.

THANKS FROM THE LADIES.

The ladies attending the convention expressly desire to extend their thanks to Mr. David A. Noyes, chairman of the entertainment committee, for the very excellent manner in which he has looked after their pleasure, and they wish publicly to express their appreciation, through the committee on resolutions.

THANKS TO THE HOTEL.

These delegates of this convention who have been privileged to avail themselves of the entertainment afforded by the La Salle Hotel unite in expressing their appreciation of the excellent treatment they have received.

Manager Geo. H. Gazley has spared no pains in looking after the welfare of his guests, and, with his excellent corps of assistants, has certainly done everything possible to make it pleasant for the grain dealers while they have been quartered at the La Salle; therefore, be it

Resolved, That the thanks of all the members are extended to Manager Gazley and his courteous and orderly force of assistants.

Whereas, The custom of bidding for corn, seller's track, "three or better," has become obsolete in effect, inasmuch as sellers do not intend in any case to give a better grade than "three," nor do buyers ever intend to pay a premium for better than "three"; therefore, be it

Resolved, That the Grain Dealers' National Association in convention assembled, recommend that all bids for grain of whatever character be made for the specific grade.

In reference to Mr. Vincent, Mr. King said: I

want to move the adoption of that resolution, and in doing so I think it would be proper for the convention, in adopting it, to express our thanks to Mr. Vincent for the very excellent paper and exhibit of samples that he provided. Both the paper and the samples were very, very interesting, and I am sure they have been a means of information to the members gathered here at this convention. I move the adoption of the resolution.

The motion was unanimously carried.

THREE OR BETTER.

In response to the matter of "3 or better," Mr. Grimes said: This resolution was handed in to your resolution committee for your action. This is one of those resolutions that frequently are adopted by a convention, that perhaps it would be well enough to not pay much attention to. I am not well enough posted on this to know if this is a good resolution for this Association to pass, or not. The gentlemen at the terminal points are better posted on it.

Mr. Miles: I don't see that passing that resolution will hurt anybody. Passing it simply expresses the idea of this Association that it would be a good thing to bid for what you want. It does not make a rule of it, but is simply a recommendation. I move its adoption.

A member: Would that require a buyer to accept grain of a higher grade at an advance in price? For instance, if we buy 3 and they ship 2, would we be obliged to take it and pay the high price?

The President: It is a recommendation simply to the members.

The Secretary: Will you read the resolution again, please?

The resolution was read.

Mr. Grimes: This is one of the resolutions that might affect the trade if framed differently, but as it is, I don't think it would make any difference one way or the other.

Mr. Rockwell: This might put upon buyers some sort of a hardship. Our Rules are pretty good as they stand, and any one wishing a specific kind of grain can buy it. If you bid on such exact terms, and there is the least deviation from these grades, it might cause a good deal of work for our arbitration committee. If an individual needs a special grade, let him bid for that, while those who buy from terminal points and can use corn a little better or poorer at an agreed difference in price should be permitted to do so. It seems to me the Rules we are working under are good enough, and, therefore, I do not favor it; but in order to get it to a vote I move the adoption of this resolution.

The Secretary: I would suggest that the wording be changed so as to make the effect of it that the "or better" is obsolete, and not the "custom." The custom is still to bid that way.

Mr. Grimes: Perhaps you don't catch the sense of this. It says here, "has become obsolete in effect." It don't say it has become obsolete in action.

The Secretary: It is contradictory in phraseology. I would suggest that the resolution before being published be so worded as to make it clear.

Mr. Grimes: I have known you to fix up resolutions after they have been passed, in a much better manner than they were in. I will leave that to you. (Laughter.)

The President: That practically has application only to the bids from terminal markets to the country stations. That is exactly the resolution adopted by the Illinois Association.

On calls of "question," the motion was put and carried.

A resolution calling for the taking of samples for house inspection in sealed cars was tabled as impossible to carry out.

The President: Gentlemen, the next on our program is an address on Federal Railroad Law as amended by Congress, by Mr. J. C. Lincoln, president of the National Industrial Traffic League, of St. Louis, Mo.

NORFOLK'S INVITATION.

Mr. Cofer: In the absence of Mr. Lincoln at this moment, I would like to have the floor for about three minutes. I have to leave the city at 3 o'clock,

and I would like to extend an invitation to the Association.

The President: Go ahead.

Mr. Cofer: I would like to have a larger crowd than we have, but in view of the fact that I can't attend this afternoon's meeting, I want to present the paper now.

Norfolk desires to be heard from again, but not this time in shape of a protest. We are delegated by our Board of Trade and the city of Norfolk to extend to you a most cordial invitation to hold your next convention in the City by the Sea. We are well supplied with good, up-to-date hotels and are prepared to properly handle conventions, no matter how largely attended. The last Government census gave us about 80,000 people, but as a matter of fact we have 125,000 or more, for the process of annexation is now on which will give us at least 125,000 and possibly 140,000, thus making us the largest city in Virginia.

Norfolk is perhaps the most centrally located city in the Southeast, being but twenty-six hours from Chicago, twelve hours from New York, ten hours from Philadelphia, twelve hours from Baltimore and Washington by boat and six hours by rail, and we are also very accessible to all points in the South and Southwest. We have nine railroads entering from all sections of the country and twenty steamship and steamboat lines.

We can make your visit a most pleasant one, and also think we can prove to you that Norfolk is at least one of the garden spots of the earth. We have up-to-date summer resorts at our door, a splendid city and suburban street car system. We can give you many side trips that would prove a treat. We will give you an old-fashioned Virginia oyster roast at Cape Henry, Va., serving the most delicious oysters that grow; and you will also be able to taste of the best sea-food to be found anywhere. In addition to all this, we will show you one of the richest sections of this whole country. We will show you a section producing all kinds of vegetables raised practically every month in the year and yielding in revenue the sum of \$10,000,000 to \$12,000,000 annually. We will show you one farm that produces 40,000 to 50,000 bushels of the very finest corn, and also 25,000 to 30,000 barrels of Irish potatoes, and in addition to the corn and potatoes crop the same farm produces many vegetables during the year. We will show you the next best, if not the very finest, harbor in the United States. We do not think any of these conditions can be excelled in any section of the country. We will also show you two of the best lighted streets in the United States. We could enumerate many other attractions and advantages down our way, but we will not undertake to do it here, as we want you to come and see for yourself. If you will come once you will either want to remain or certainly come again. We want you to come, and trust that our invitation will be accepted.

Our Secretary, Mr. Courcier, said that it is his purpose to increase the membership in the North, South and East the coming year, and we know of no one thing that would be of greater assistance to him in doing this than to be able to say that the next convention will be held in the city of Norfolk, which is very accessible to all the sections that he desires to attract. Norfolk is not only accessible to the North, South and East, but is also reasonably accessible to the Great West; and we think to get the largest attendance possible it is necessary to hold the convention in the most central point; and we contend that Norfolk is that point.

I would like to file these papers, for consideration, with the Board.

The President: This will go to the Board of Directors.

Mr. Grimes: Mr. President, I am going to make a statement surprising to the members here. The object of these conventions is to bring as many shippers together as possible and as many receivers together as possible. The shippers all over the country ship south, and many of them have never been and have never seen the people they have been shipping to. I believe the invitation of Mr. Cofer to go south a good one; and if we agreed to go south, they would go south, and they would take in all the Southern cities which buy largely of our product. It must be twenty years ago, I think, that the Ohio dealers had a convention at Norfolk, and that led me to make the statement I am making at this time. We had more shippers at that convention than ever was known before and I believe, gentlemen, it would be a good thing for this convention to do—to go south where there are hundreds, thousands and millions of bushels of grain distributed by the Western shippers. We want to get the shippers together and I hope that this recommendation to the board will be so strong that they will consider it favorably. (Applause.)

The President: As I understand this paper of Mr. Cofer's, it is not open for action by the convention, but it will have to be referred to the Board of Directors.

Mr. Rogers: I move that the invitation received from Norfolk be referred to the Board of Directors for their action. The motion was carried.

THE NEW RAILROAD LAW.

The President: I have just sent out for Mr. Lincoln, who is in the hall.

(Mr. Lincoln enters room amidst applause.)

The President: We are fortunate today in having with us Mr. J. C. Lincoln, president of the National Industrial Traffic League, who is one of the best, if not the best posted man on traffic matters in the United States. Mr. Lincoln.

Mr. Lincoln: Mr. President and gentlemen: The subject assigned to me for this morning's address was that of Interstate Commerce, and it is with a great deal of hesitancy that I approach this very great subject because of lack of legal training. The subject is a very interesting and deep one, covering a period of over thirty years and coming down to the action taken at the second session of the 61st Congress. It is one that is worthy of the mind of the accomplished lawyer; instead I give you the ideas gathered by a mere layman, based upon long experience in the railway world.

Continuing, Mr. Lincoln said:

It is with some hesitancy and an appreciation of a lack of legal training that I undertake to address so important an organization and such an intelligent audience upon the subject of the "Act to Regulate Commerce" and the recent amendments enacted at the second session of the Sixty-first Congress. The subject is both interesting and deep, requiring great study and research to keep pace with the evolutions made through the past 30 years or more. It is worthy the mind of an accomplished lawyer instead of ideas gathered by a mere layman, based upon a long experience with railroad transportation and a sense of equity between man and his fellows, and between great public service corporations and the people from whom they derive their franchises.

It may be proper to state at this time, there is a great ignorance on the part of the general public and the shipping community of the provisions of the law created by the general government for the protection of the masses from corporate greed or corporate discrimination, from an undue tax upon the people in discriminative and unjust transportation charges. It were well that the public became better informed of their rights and privileges under the existing law; that officials charged with the conduct of the business of our great common carriers, likewise inform themselves that by tempering their affairs and customs to the intent as well as provisions of the law, create that confidence in the great arteries of transportation that course up, down and across our country that will bring about pride and trust instead of the existing feeling of distrust.

I beseech our shipping public to study well existing laws. They will not work automatically, but by compelling their enforcement it will certainly bring about greater equity by removing unjust discriminations, excessive and unreasonable rates, and unreasonable rules and regulations. I caution them against the proposal of any additional laws except such as are necessary to give full force and effect to the intent of those we have or to make them enforceable.

I began my business career in 1876 as a railroad man, and, until the last four years, it has been in the railway service. Latterly I have been the representative of that conservative body, the Merchants' Exchange of St. Louis, in the conduct of their transportation affairs and the solution of their problems.

My entire railroad experience was in a territory where man's mind acts. Where a thinking public more readily grasps unjust and discriminative practices employed in business, in corporate or in governmental affairs. Where we are thoroughly progressive, although sometimes called radicals, extremists, and even insurgents. Where by our driving, dash and force, we carry things along with us, and sometimes the pendulum, for the moment, is thought to be swung too far.

Before dealing with the present I will briefly review the events leading up to the enactment of the recent amendments.

GRANGER LAWS.

I have noted the gradual growth of Government regulation over railroads. The efforts of the corporations to stem the tide and to defeat each measure. The steady progress made with resultant benefit to those by whom most opposed, for I do not believe there is a railroad manager who would be willing to go back to the cut-throat methods and excessive competition which prevailed prior to 1887 and even up to 1903. The discriminations practiced by great railroad corporations had reached such an acute condition, resulting in public indignation against carriers, that through the medium of the widespread "Granger movement" State regulation of common carriers was then established. It was in the seventies that the States in the Middle West, Illinois, Iowa, Missouri, Minnesota, Kansas, Nebraska and others passed the "Granger laws," fixing maximum rates and prohibiting discriminations. The will of the people was contested, resulting in appeals to the Supreme Court which (in 1877) upheld the regulations enacted by the different States, thus compelling a greater respect by the corporation for public opinion.

While State regulation of common carriers was firmly established by the Supreme Court decisions in the "Granger cases," it soon became obvious that national legislation should be enacted in order to regulate the great bulk of our commerce which is

composed of "interstate commerce." It was very soon observed that in the absence of federal regulation but little toward real regulation had been accomplished. Murmurings and discontent on the part of the public of practices which prevailed in "interstate commerce," and which had outlived their usefulness, compelled attention on the part of Congress looking to federal regulation.

While various efforts were made from 1874 to 1885 to secure the enactment of federal laws regulating railroads, nothing was accomplished.

INTERSTATE COMMERCE ACT OF 1887.

In March, 1885, under authority of a resolution adopted by the Senate of the United States, a select committee was appointed "to investigate and report upon the subject of the regulation of the transportation of freight and passengers between the several States by railroad and water routes." After a very extended investigation and the taking of a mass of testimony the committee reported that "no general question of governmental policy occupies at this time so prominent a place in the thoughts of the people as that of controlling the steady growth and extending influence of corporate power, and of regulating its relations to the public," especial reference being had to those corporations engaged in transportation.

One of the first questions which arose was as to the power of Congress to regulate commerce. The Constitution provides that "Congress shall have the power to . . . regulate commerce with foreign nations and among the several States and with the Indian tribes. To make all laws which shall be necessary and proper for carrying into execution the foregoing powers."

It had been held by competent authority that commerce, in the meaning of the Constitution, includes the transportation of persons and property from place to place by railroad. Interstate commerce is all commerce that concerns more States than one. The power to regulate such commerce is vested exclusively in Congress. The States being without power to regulate interstate transportation, the people must look to Congress alone for whatever regulation may be necessary.

While it was held, by reason of private capital being invested in railroad corporations, they should not be restricted in the exercise of right of management and tolls to be collected, the courts have held to the doctrine "that railroad corporations are public corporations created solely for the good of the public and that they are to be dealt with accordingly." It was held that freedom of management could not safely be left with railroad corporations and that federal statutes should be enacted in aid of the common law by means of which justice could be quickly reached and secured.

The Senate committee, in summing up the mass of testimony taken, memorials and documentary evidence secured through an extensive research, reported, among other things, that the following matters were complained of and elements which should be considered:

Reasonableness of local and through rates, local rates being unreasonably high as compared with through rates.

Extortion and unjust discrimination between individuals and between localities.

Lack of publicity of rates and effecting of changes without notice.

That through the medium of rebates, secret rates, etc., railroads fostered monopolies to the enrichment of favored shippers and to the prevention of free competition.

Advisability of establishing maximum and minimum rates.

That rates were established without regard to actual cost of service performed and were based upon "what the traffic would bear."

Elements which should enter as a factor in the fixing of rates:

Right of shipper to route freight.

Rates for long and short hauls.

Issuance of free transportation.

Classification of freight.

Pooling.

Publicity of accounts.

Supervision of financial operations.

In what manner should the regulation be enforced?

It will be noted that some of these matters have only been corrected after a period of 25 years and some are still before the public.

The result of the investigation and the committee's report to Congress was the passage of the Interstate Commerce Act made effective April 5, 1887. This act provided, stated briefly, as follows:

Section 1. That all charges made for any service rendered or to be rendered in the transportation of passengers or property shall be just and reasonable.

Section 2. Unjust discrimination defined and forbidden. This included rebates by which preferences were practiced.

Section 3. Undue or unreasonable preference or advantage between persons or localities forbidden. Equal facilities for the interchange of traffic, and prohibiting discrimination between connecting carriers.

Section 4. Long-and-short-haul clause, prohibiting a greater charge for a shorter than for a longer haul over the same line in the same direction under substantially similar circumstances and conditions. Provision was also made for application to the Commission for exemption in special cases from the application of this section.

Section 5. Pooling of freight or division of earnings forbidden.

Section 6. Publication and posting of tariffs, rules and regulations required. Ten days' notice to be given to the public of changes in rates, rules or regulations. Commission given power to prescribe form in which schedules should be printed and kept open to public inspection.

Section 7. Continuous carriage of freight from place of shipment to place of destination.

Section 8. Liabilities of common carriers for damages for things prohibited by the act.

Section 9. Method to be pursued by persons claiming to be damaged and manner of proceeding for the recovery of damages. Officials of defendant carriers may be compelled to testify.

Section 10. Penalties for violation of the act by carriers. Penalties for false billing, false representation, etc., by shippers or other persons.

Sections 11 and 12. Interstate Commerce Commission created. Powers and duties of the Commission defined and the Commission given authority to inquire into the management of business of all common carriers.

Section 13. Pertains to complaints before the Commission. How and by whom made. Method of investigation and procedure.

With the passage of this act the panacea for all of our ailments was thought to have been attained but through the ingenuity of officials charged with the management of railroads the clear intent of the law was frustrated and it was soon found to be inadequate as a preventive of the abuses sought to be corrected by the act. Tariffs were disregarded, discriminations, not only as between individuals but as between communities, were continued; rebates were paid and orders of the Commission were defied.

It was believed, under the act of 1887, that the Commission had power to establish a new rate where the former rate was found to be unreasonable, and at first the orders of the Commission were generally observed. A case arising, in which, in the minds of the carriers, there appeared to be a great

could make their escape. As late as 1905 high executives of railroads and the Interstate Commerce Commission testified that rebates and discrimination had not ceased. New devices were created and discriminations continued. While not preventing unjust discriminations through the granting of concessions, a great forward step was taken which was further perfected by the act of 1906.

While this legislation was being enacted the public was clamoring for and the Commission was asking that power be vested with the Commission to fix a new maximum rate where the existing rate was condemned, but this was defeated.

Repeated appeals from the public followed the decision rendered in 1897. The attention of Congress was often called to the need of power being vested with the Commission to prescribe what should be a reasonable maximum rate, or reasonable regulation in the place of one found upon complaint to be unreasonable or unjust; for additional power in the correcting of discriminations due to rebates and for power in the enforcement of orders of the Commission, but neither the act of 1903 nor subsequent legislation, prior to 1906, availed.

HEPBURN BILL.

Marked progress, in the way of railway rate regulation was enacted by Congress in June, 1906, in the passage of the Hepburn Bill, which gave to the Interstate Commerce Commission new and exclusive powers. The provisions contained in the Hepburn Act, of striking importance, were the following:

Section 1 was amended so as to extend the provisions of the act to include express and sleeping car companies and to pipe lines. The term "transportation" was extended to include cars and other vehicles and all service in connection with the delivery, elevation, refrigeration, storage, etc. Prohibited carriers from transporting commodities in which they are interested, timber and products thereof being excepted. Gave the Commission power to establish switch connections.

Take notice that the suppression of free transportation, so much condemned in 1885, was not written into the statute until 1906, thus eliminating that most obnoxious method of influencing legislative bodies and favoring large shippers.

Section 6 was amended so as to provide that changes in rates, rules and regulations should only be effective upon 30 days' notice. Tariffs to specify names of lines, parties thereto and evidence of participation. The 30 days' notice was made necessary to counteract the publication of midnight tariffs, so-called, of which a favored few had advance notice, and through those favoritisms were enabled to receive beneficial effects by anticipating reductions.

It was not an uncommon practice for carriers to deny participation in certain tariffs and refuse to protect rates provided for therein to the injury of the shipper. This requirement was made so that shipper might know the line or lines parties to the publication and amenable to the rates provided for therein.

Section 10: Rebates and discriminations of all kinds were again prohibited and provision made for a fine of not exceeding five thousand dollars for every person or corporation, whether common carrier or shipper, guilty of giving, receiving or soliciting rebates, and the imprisonment clause embraced in the original act was re-enacted, said penalties also applying in case of false billing, false classification, false weighing, etc.

If the Hepburn Act is really corrective of rebating, as is believed to be the case, it will be noted that it has taken 20 years to correct one of the most obnoxious forms of discriminations as pointed out in the investigation of 1885.

Section 15 gave to the Commission power to determine and prescribe just and reasonable rates to be observed as the maximum charge; also gave the Commission power to determine and prescribe just and reasonable regulations or practices. Orders of the Commission to become effective in not less than 30 days and to continue in force not to exceed two years unless superseded or set aside by the Commission or court of competent jurisdiction. The Commission was given authority to establish through rates and joint rates. It gave the Commission power to determine just and reasonable charges or allowances for services rendered by the owner of property transported or for any instrumentality furnished by such owner and used in such transportation.

While the act of 1887 was presumed to give the Commission power to establish a new rate, rule or regulation in the place of the one condemned, and was so construed until 1897, it was not until 1906, almost 20 years later, that the will of the people prevailed.

Section 16 gave to the Commission power to award damages.

Section 20 gave to the Commission further powers in regard to the rendering of annual reports, monthly and special reports, prescribing the forms thereof and punishment of carrier for failure to keep accounts as prescribed by the Commission, false entries, etc.

Provision was made that the initial common carrier shall issue a receipt or bill of lading for property received for transportation and shall be liable to the lawful holder thereof for any loss, damage or injury to such property caused by it or by a connecting carrier.

The greatest step forward in the enactment of this legislation was the giving to the Commission power to fix a future rate, rule or regulation. The action of the Commission, when decisions rendered under these powers proved distasteful to carriers, were enjoined with the view of having the decision of the Commission reviewed by the federal court. That the power of the Commission was exclusive in the matter of fixing a future rate, rule or regulation, was affirmed by the United States Supreme Court in 1909 when the court held that the findings



J. C. LINCOLN.

deal at stake, an attack was made upon the power of the Commission to fix a particular rate, and an appeal was then taken to the Supreme Court of the United States. The Supreme Court (in May, 1897) decided it was not the intent to grant to the Commission authority with respect to rates to be established although the existing rates were condemned.

Whereas it had been the practice, prior to 1887, to give competing centers the benefit of lower rates than applied to local points, with the passage of the act of 1887, throughout Official and Western classification territories the intent of the fourth section—long-and-short-haul clause—was very generally observed. The application of the fourth section proved distasteful to trans-continental lines and the Southern lines. Exception was taken to the enforcement of the long-and-short-haul clause, and upon an appeal to the Supreme Court, a decision was rendered, by reason of the term "dissimilar circumstances and conditions" as provided for in the act, that carriers could apply a lower rate for a longer than for a shorter haul where dissimilar circumstances and conditions prevailed. Under this decision competition between carriers at terminal points and at competitive points was held as creating those dissimilar circumstances and conditions provided for in the act, and in consequence railroads could not be charged with a violation of the act if they charged a less rate for a longer than for a shorter haul without first securing the permission of the Commission. The result of this decision was the building up of competitive and terminal markets to the disadvantage of surrounding local territories. The decision of the Supreme Court in fact nullified the intent and purpose of the framers of the fourth section.

ELKINS ACT.

The rank discriminations created through the medium of rebates and the widespread practice of carriers—not without solicitation—to grant rebates, the lack of power lodged with the Commission, or, in the terms of the act itself, to prevent and punish those guilty of the giving and receiving of rebates, compelled attention at the hands of Congress and in February, 1903, there was enacted an amendment and supplement to the act of 1887 what is known as the "Elkins Act," which had for its purpose the prevention of departures from published tariffs, the punishment by fine or imprisonment, or both, of all parties, either carrier or shipper, failing to comply with the act, but as usual the carriers found the loophole through which they

of fact as ascertained by the Commission were not subject to review; that appeals from the Commission's decisions could only be entertained in the higher court, where the Commission had exceeded its jurisdiction or the constitutional question of confiscation was involved.

That the legislation effected by the amendments enacted in 1906 failed to meet all requirements and give necessary finish to the legislation upon so important a matter as the commerce of our country, was apparent by the agitation in the Sixtieth and Sixty-first Congresses and messages to Congress by ex-President Roosevelt and President Taft, setting forth the necessity for additional amendments to the commerce act protective of the public's interests. The main features considered at the recent Congress in connection with further amendments to "An Act to Regulate Commerce" pertained to the establishment of a "commerce court"; and

Quotation of rates.

Right of shipper to route freight.

Power of Commission to suspend proposed changes.

Long-and-short-haul clause.

Supervision over stocks and bonds issues.

Physical valuation.

And amendment strengthening existing sections.

MANN-ELKINS BILL.

On January 7, 1910, the President, in a special message to Congress, submitted recommendations as to proposed amendments to the Interstate Commerce Act and the establishment of a "commerce court." Bills were introduced simultaneously in both the House and Senate with the end in view of carrying out the President's recommendation. The House and Senate Committees entered upon extensive hearings and investigations, and after a very exhaustive debate, both in the Senate and House, the present law, known as the Mann-Elkins Bill, was passed and was signed by the President on June 18, 1910.

I think it would therefore be well to give full consideration to those amendments conserving shippers' interests and into which it would be profitable to go somewhat in detail.

ADDITIONAL CORPORATIONS SUBJECT TO ACT. REASONABLE RULES AND REGULATIONS RESPECTING CLASSIFICATION, BILLS OF LADING, ETC.

Section 1 is amended as follows: (1) By making telegraph, telephone and cable companies subject to the provisions of the act. (2) By making additional requirements of carriers to provide reasonable facilities for operating through routes and interchange of cars used therein.

While the former act gave the Commission power to establish new routes, and just and reasonable rates applicable thereto, the question was raised as to the operation of such through routes and the interchange of cars employed therein, carriers frequently resorting to the practice of placing embargoes upon equipment going beyond their own rails although they were parties to joint through tariffs and through arrangements. This amendment places with the Commission the power to require carriers to provide reasonable facilities for operating through routes and to interchange cars used therein.

(3) By making it the duty of common carriers to establish just and reasonable classification, receipts and bills of lading, marking and packing of freight, personal, sample and excess baggage, and all other matters relating to or connected with the receiving, handling, transporting, storing and delivery of property.

Great powers are given to the Commission under this section as affecting classification, bills of lading, transportation of sample and excess baggage, and other matters connected with the receiving, handling, transporting, storing and delivering of property, and is the outgrowth of a demand on the part of the public for uniformity in classification and the removal of discriminations and unjust rates practiced through the medium of the classification. It places in the hands of the Commission power to regulate the form and substance of bills of lading, and it contemplates the supervision of these documents by the Commission with full authority to eliminate objectionable terms and conditions, many of which are contrary to common law and the statutes and which have been incorporated in bills of lading for the purpose of limiting the liability of the common carrier. It also places under the jurisdiction of the Commission rules and regulations for the carrying of personal, sample and excess baggage.

LONG-AND-SHORT-HAUL PROVISION.

Section 4, as amended, has the effect of striking out from the section the words, "under substantially similar circumstances and conditions." A provision is also inserted pertaining to rates established by a carrier by railroad in competition with a water route. A further provision is that a through rate shall not exceed the aggregate of the intermediate rates.

This is one of the most important sections in the act. The amended section makes specific provision that a greater charge shall not be made for a shorter than for a longer distance over the same line or route, and that the charge for a through haul shall not be greater than the aggregate of the intermediate rates subject to the provisions of the act. The term, "under substantially similar circumstances and conditions," which gave, under the Supreme Court decision, great powers to railroads in the matter of ignoring the long-and-short-haul clause, has been eliminated. Provision has been made—and very properly so—for the Interstate Commerce Commission, after investigation in special cases as the investigation may develop, to authorize a waiver of the long-and-short-haul clause.

In this same section there is a provision incorporated in protection of carriers engaged in transportation by water routes in competition with rail-

roads. While carriers by railroad are permitted to reduce their rates for the purpose of meeting water competition, and by which the public is benefited, they are not permitted to increase their rates except for reasons other than the elimination of such water competition. This has for its purpose the prevention of the establishment of unusually low and unremunerative rates by rail carriers for the purpose of eliminating water competition by making the business unremunerative to water carriers and when the competition has been destroyed, the restored higher rates to be enjoyed exclusively by the rail carriers.

It was not uncommon to find published through rates which were in excess of the combination of legally established local rates, and through the medium of this combination the well-informed shipper, by sending shipment to a junction point and then reshipping, would have an advantage over the smaller shipper, thereby creating a preference or discrimination as between individuals. The amendment makes the higher through rate unlawful and requires carriers to so adjust their tariffs as to make the through rate not in excess of combination or be subject to the penalties for violation thereof.

QUOTATION OF RATES.

Section 6, as amended, in addition to giving the Interstate Commerce Commission additional power over tariffs and providing a penalty for the refusal to obey orders of the Commission, it is made the duty of the carrier, upon written request, to furnish a shipper with a written statement of the rate applicable to a described shipment.

There was widespread complaint on the part of shippers in the matter of erroneous quotations by carriers' agents, and as under the law the applicable rate is the legal tariff rate on file with the Commission, and neither carrier or shipper are at liberty to deviate therefrom, shipper being presumed, in the eye of the law, to have equal knowledge with the carrier as to the legally applicable rate, an urgent demand was made upon Congress to provide by law for the punishment of any carrier for failure of its agent to state the legally applicable rate upon a proposed shipment upon a written demand, if the shipper suffered damage in consequence of refusal to furnish the rate or a misstatement of the rate. This provision was sought with the view of compelling carriers to exercise more care in the furnishing of proper rates, and likewise to work necessary reforms in the publication of tariffs in order that the legally applicable rate might be easily ascertained.

This amendment places the burden of stating the legally applicable rate upon carriers' agent. Section 8 of the act provides that "any common carrier who shall omit to do any act, matter or thing required in this act to be done, such common carrier shall be liable to the person or persons injured thereby for the full amount of damages sustained in consequence of such violation of the provisions of this act." So it does appear to me, where damages have been sustained through erroneous quotations, the right of recovery by a procedure through the courts is provided for under Section 8.

CRIMINAL PROVISIONS FOR FALSE STATEMENTS, MISSTATEMENTS, UNDERBILLING, ETC.

Section 10, as amended, places additional obligations upon both shipper and carrier and penalties for violation thereof for false billing, false statements or other misrepresentations through the medium of which any allowance, refund or payment for damage or otherwise whereby any shipper will be enabled to secure less than regular rates then established and in force.

Particular attention is directed to the amendment to Section 10, with reference to false statements, misstatements, underbilling or other misrepresentation through the medium of which less than the legal rates then established and in force are obtained and punishments flowing from such unlawful acts. The necessity for this provision has been compelled in large part by unscrupulous shippers practicing deception in the way of falsely classifying their freight and making fraudulent statements as to commodities shipped in order to secure the benefit of certain privileges.

Honesty on the part of both carrier and shipper is essential for a thorough compliance with the law.

INTERSTATE COMMERCE COMMISSION RIGHT OF INITIATIVE.

Section 13, as amended, gives to the Commission the right of initiative and power to enforce their orders.

INCREASED POWERS CONFERRED UPON INTERSTATE COMMERCE COMMISSION.

Section 15, as amended, increases the powers of the Commission: (a) Suspension of rates, classification and regulations. (b) Establishment of through routes and joint rates. (c) Shipper's right to route freight. (d) Disclosure of information relating to business of a shipper.

The amendment to this section, as to suspension of rates, classification, rule or regulation, will prove the most decided step forward in the regulation of common carriers. More is gained by the public under the provisions of this section than any other section embraced in the act. Not only from the fact that the Commission has power to suspend, either upon its own motion or upon complaint, proposed changes in rates, classifications and regulations, but provision is also made that where rates are sought to be increased the burden of proof to show that the increased rate, or proposed rule or regulation is just and reasonable shall devolve upon the carrier, thus removing the burden of proof, as to unreasonableness of proposed advances in rates from shipper to carrier.

This provision in the law is the result of operations under the Hepburn Act. Under that act the Commission was given power to prescribe a new rate only after the rate objected to had become ef-

fective and then only upon complaint and after a full hearing, the burden of proof resting upon the shipper to show that the established rate was unreasonable and unjust. It is true that shipper might obtain reparation, but this was usually impracticable and could only be secured after long delay, could not be depended upon and in consequence resulted in loss in his business.

A carrier should not be compelled, and is not now required, to lower a rate without a hearing. In inverse ratio a shipper should not be compelled to pay increased charges, particularly when the scale of rates has been long in force, without having an opportunity to present his case, and where rates long established are proposed to be advanced by carriers, then the burden of proof should rest upon the carriers to show that the increase is both just and reasonable. The amendment to the law just enacted is undoubtedly the outgrowth of repeated appeals from orders of the Commission condemning advances in rates, and condemning unjust and excessive rates. The public found that its interests could only be protected, in the case of an advance, by giving the Commission the power to investigate, either upon its own motion or upon complaint, the reasonableness and justice of the advance pending its becoming effective, which made necessary the giving of power to the Commission to suspend proposed advances.

It was formerly the custom and privilege of shippers to route their own freight. More recently carriers have been injecting into their tariffs as one of the conditions that initial carrier would have the right to route freight beyond its own line, thus taking from the shipper his right and privilege to use one of any number of routes open to him by which he may receive the best service, and the best care and attention to his business. He may also make necessary arrangements to safeguard his property while en route to final destination and for its receipt and delivery upon arrival at destination. As these through routes and joint rates are legal channels of communication, then the shipper should not be deprived of his right to use the channel he selects. The insistence on the part of certain carriers to control routing for purpose of favoring certain connections resulted in the amendment to the law giving shipper the right to designate routing.

COMMISSION MAY EMPLOY COUNSEL.

Section 16, as amended, gives the Commission power to employ counsel for proper representation of the public's interests in investigations made by it or cases or proceedings pending before it or to appear for and represent the Commission in any cases pending in the Commerce Court.

COMMERCE COURT.

In addition to these amendments to the Act to Regulate Commerce there was also enacted as a part of commerce regulations "An Act to Create a Commerce Court," which has for its purpose a central court to which orders involving interstate commerce matters may be taken.

The first six sections of the bill relate to the "Commerce Court" and its organization. The court is to be composed of five new circuit judges to be designated in the first instance by the President. Jurisdiction is transferred from the United States circuit courts to the Commerce Court in cases: First, For the enforcement, otherwise than by penalty or forfeiture, of orders of the Interstate Commerce Commission. Second, to enjoin, set aside, annul or suspend orders of the Commission. Third, proceedings authorized by Section 3 of the Elkins Act to enjoin departures from published schedules and other unlawful practices by carriers. Fourth, mandamus proceedings authorized by Sections 20 and 23 of the Interstate Commerce Act. These sections also set forth how the jurisdiction of the Commerce Court is to be invoked and makes provision as to appeals to the Supreme Court.

Section 4 provides that proceedings relating to orders of the Interstate Commerce Commission shall be brought by or against the United States.

Section 5 gives the Attorney General control of the Government's interest in cases in the Commerce Court and upon appeals therefrom to the Supreme Court. The Interstate Commerce Commission and parties in interest are allowed to intervene and be heard and to prosecute or continue suit unaffected by the action of the Attorney General in reference thereto.

The bill as originally presented contemplated that the Attorney General of the United States should have entire charge of all cases in the Commerce Court, and in the Supreme Court on appeal. This brought about a vigorous protest on the part of shippers. They contended that, having obtained a favorable decision before the Commission and being familiar with all of the details in connection with the prosecution of the case before the Commission, that the Commission and any party in the proceedings before the Commission should be permitted to appear in protection of their interests as they might arise. The law was therefore so amended that the Interstate Commerce Commission and any party in interest may appear as parties, upon their own motion, and has a right to be represented by counsel subject to the rules prescribed by the court.

STOCKS AND BONDS.

An additional provision authorized the President to appoint a commission to investigate questions pertaining to the issuance of stocks and bonds by railroad corporations and the power of Congress to regulate same and to make a report thereon, which report is to be made to the President. We may therefore expect some legislation in the near future pertaining to the issuance of stocks and bonds.

LONG-AND-SHORT-HAUL CLAUSE.

The Senate Committee, in 1885, stated that "no question connected with the problem of railroad

regulation has given the committee more perplexity than that relating to the utility and expediency of legislation prohibiting a carrier from charging more for a shorter than for a longer haul." The remedy then suggested was a prohibition against a greater charge for the shorter than for the longer haul, as between shipments of the same kind over the same road and going in the same direction. A mass of testimony was then presented showing the discriminations widespread throughout the country practiced through the instrumentality of charging less for the longer haul, where competitive conditions prevail, than for the shorter haul, and a demand was then made for the strict enforcement of the long-and-short-haul provision in protection of shippers at inferior non-competitive points, and to prevent carriers from charging such shippers unreasonable rates to recoup for losses sustained by carrying through freight at less than cost. In the wisdom of the committee there was proposed a general prohibition against the charging of greater compensation for the shorter than for the longer haul, but where the carrier could justify the charging of a lower rate, the burden of proof to be upon the carrier, then the Commission might upon application authorize a waiver thereof.

The decision rendered by the United States Supreme Court in 1897 practically nullified the intent of the fourth section as originally enacted, with the result that in the absence of any restraining influence which could be successfully enforced, carriers have continued to apply very much higher rates—in some cases over 100 per cent—on non-competitive traffic for the shorter haul although embraced within the longer.

In the recent Congress there was no one section of the bill which was prolific of so extended a debate as the fourth section and it was shown by the records that conditions existing at this time were not dissimilar from those prevailing in 1885, thus compelling the amending of the fourth section.

Carriers can go very far toward aiding the Commission in carrying out the full intent of the fourth section. A continued disregard of the principles sought, of making intermediate local rates or short-haul rates with fair relation to through rates, although compelled by competition, will mean the enactment of a law—as Congress has the right—compelling an absolute observance of the long-and-short-haul clause. This section of the railroad bill is therefore on trial.

CAPITALIZATION.

Again reverting to the investigation of 1885 we find that capitalization was dealt with, from which I quote:

"Another serious evil incident in the prevailing methods of railroad management, and one which is especially conspicuous in connection with the construction of unnecessary roads, is fictitious capitalization, popularly known as stock watering. This pernicious practice has unquestionably done more to create and keep alive a popular feeling of hostility against the railroads of the United States than any other one cause. It has imposed a serious and continuous illegitimate burden upon commerce. . . . Excessive capitalization operates as a mortgage upon the industry of the country, and as a machinery for concentrating wealth in few hands wherever the power exists to impose rates for transportation which will yield dividends on watered stock."

Although railroad rates are made without reference to capitalization or the value of the property; capitalization and physical valuation was part of the program embraced in the additional regulation. While no direct action was taken thereon a provision was adopted authorizing the appointment by the President of a commission to investigate and make a report on the issuance of stocks and bonds by railroad corporations. From the fact that such a commission has been appointed we may expect legislation thereon in the near future, particularly as in nearly all contests involving a general advance in rates, carriers are making the contention that they are entitled to reasonable compensation based upon the value of the service and the value of the property devoted to the service. As stocks and bonds enter as a factor in the value of property and are investments upon which holders thereof expect a return, very careful consideration must be given to legislation along these lines.

Railroad rates never have been and never can be made, based upon capitalization or physical valuation of property. Rates are the outgrowth of competition between carriers serving the same or different communities, competition of commodities and "what the traffic will bear." The right to exact reasonable rates does not necessarily imply that carriers shall derive a profit on each separate transaction. It is, however, an accepted principle, in dealing with total results, that the carrier is entitled to a fair return upon the value of property devoted to public use and the value of service rendered.

Holding, as I do, that rates can not be made based upon physical valuation or capitalization, then I take the other horn of the dilemma by suggesting a complete regulation over the future issuance of stocks and bonds as the means toward bringing about economical and proper methods in the management of our railroad properties.

The history of the carriers has shown conclusively that water, water, much water, has been injected into many of our corporate bodies. If, however, we regulate the future issuance of stocks, bonds and notes, in time the water would evaporate from outstanding stocks and bonds.

Our great railway enterprises can not successfully develop without the financial aid of the general public looking to safe investments. The public is entitled to protection when they go into the market to purchase stocks and bonds of our great transportation companies. If the Commission or a competent federal body were clothed with necessary authority, subject to wise laws and regulations, to

guard every issue submitted to them, the purchase of railroad stocks and bonds in the markets of the world would be less hazardous. There would be official sanction as to the proper use of the funds derived therefrom, and we would have less of stocks and bonds based upon inflated values. Where over-capitalized organizations are seeking financial aid from the public, it might be a very proper inquiry to first ascertain the extent to which the property was over-capitalized before authorizing any new issues, and to require a reorganization and a reduction of capitalization to the value of the property.

I believe the granting of supervision over the issuance of stocks and bonds would not only mean confidence on the part of the public in the legality and soundness of these issues as safe for investment purposes, but would be of material advantage to the carriers themselves in the placing thereof upon the market, the confidence of the public having been procured.

INITIATIVE IN MAKING RATES.

The right of initiative in the establishment of rates, rules and regulations should rest with the carriers. I am opposed to the theory of the Commission, prescribing a system of maximum rates to be applied upon interstate traffic. It is impracticable if not impossible for the Commission to act as a traffic manager of the various railroads throughout the United States and to undertake to establish the schedule of rates to be applied over these roads.

Rates as established by carriers must be reasonable and just and non-discriminatory. The Commission is the proper tribunal to judge in the final analysis, upon complaint or upon its own initiative, whether a particular schedule of rates or a general adjustment of rates is excessive or unreasonable. These powers are conferred under the new law.

OBSERVATIONS.

A review of the regulations enacted from time to time should convince carriers that where laws are placed upon the statutes for the purpose of regulating common carriers it has been the result of public demand, and a very firm demand. The recent amendments were the outgrowth of the same forces, with the co-operation of the inter-mountain States that started the agitation which resulted in the passage of the Granger laws, and these forces must be reckoned with. Instead of taking advantage of technical errors in the construction of our laws by the procurement of Supreme Court decisions unfavorable thereto, common carriers could save a great deal of trouble and vexation, and forestall the passage of more strict regulations by assisting in carrying out the clear intent of laws as enacted. A close study of the subject by the student of federal control over railroads must convince that the clear intent of laws originally enacted will ultimately be corrected by proper legislation.

Experience has shown that the will of the people will prevail and with each step their will has resulted in more complete governmental regulation and the conferring upon the Commission of increased powers protective of the shipping public.

We should appeal to our railroad friends to feel the public pulse; to work along conservative lines; to anticipate legislation and by anticipation prevent too stringent regulation.

APPENDIX.

AMENDMENTS TO THE ACT TO REGULATE COMMERCE AS ENACTED JUNE 18, 1910, EFFECTIVE AUGUST 17, 1910, EXCEPT SECTION 15, WHICH IS EFFECTIVE FROM JUNE 18, 1910.

COMMERCE COURT.

The first six sections of the bill relate to the "Commerce Court" and its organization. The court is to be composed of five new circuit judges to be designated in the first instance by the President. Jurisdiction is transferred from the United States circuit courts to the Commerce Court in cases: First, For the enforcement, otherwise than by penalty or forfeiture, of orders of the Interstate Commerce Commission. Second, To enjoin, set aside, annul or suspend orders of the Commission. Third, Proceedings authorized by Section 3 of the Elkins Act to enjoin departures from published schedules and other unlawful practice by carriers. Fourth, Mandamus proceedings authorized by Sections 20 and 23 of the Interstate Commerce Act. These sections also set forth how the jurisdiction of the Commerce Court is to be invoked and make provision as to appeals to the Supreme Court.

Section 4 provides that proceedings relating to orders of the Interstate Commerce Commission shall be brought by or against the United States.

Section 5 gives the Attorney General control of the Government's interest in cases in the Commerce Court and upon appeals therefrom to the Supreme Court. The Interstate Commerce Commission and parties in interest are allowed to intervene and be heard and to prosecute or continue suit unaffected by the action of the Attorney General in reference thereto.

AMENDMENTS TO THE ACT ENTITLED "AN ACT TO REGULATE COMMERCE."

Note.—The previously existing law is printed in Roman. The provisions of the new law are printed in bold face.

REQUIRING CARRIERS TO MAKE REASONABLE RULES AND REGULATIONS, ETC.

Amendment to Section 1: First, Telegraph, telephone and cable companies made subject to the provisions of the act. Second, Additional requirements of carriers as to rates, rules and regulations in connection with through routes. Third, Requirements as to classification, bills of lading, baggage, etc.

and to establish through routes and reasonable rates applicable thereto, and to provide reasonable facilities for operating such through routes and to make reasonable rules and regulations with respect to the exchange, interchange, and return of cars used therein, and for the operation of such through routes, and providing for reasonable compensation to those entitled thereto.

And it is hereby made the duty of all common carriers subject to the provisions of this Act to

establish, observe, and enforce just and reasonable classifications of property for transportation, with reference to which rates, tariffs, regulations, or practices are or may be made or prescribed, and just and reasonable regulations and practices affecting classifications, rates, or tariffs, the issuance, form, and substance of tickets, receipts, and bills of lading, the manner and method of presenting, marking, packing, and delivering property for transportation, the facilities for transportation, the carrying of personal, sample, and excess baggage, and all other matters relating to or connected with the receiving, handling, transporting, storing, and delivery of property subject to the provisions of this Act which may be necessary or proper to secure the safe and prompt receipt, handling, transportation, and delivery of property subject to the provisions of this Act upon just and reasonable terms, and every such unjust and unreasonable classification, regulation, and practice with reference to commerce between the States and with foreign countries is prohibited and declared to be unlawful.

LONG-AND-SHORT-HAUL PROVISION.

Amendment to Section 4 has the effect of striking out from the previous law the words "under substantially similar circumstances and conditions." A provision is also inserted pertaining to rates established by a carrier by railroad in competition with a water route. The amended section reads as follows:

That it shall be unlawful for any common carrier subject to the provisions of this Act to charge or receive any greater compensation in the aggregate for the transportation of passengers, or of like kind of property, for a shorter than for a longer distance over the same line or route in the same direction, the shorter being included with the longer distance, or to charge any greater compensation as a through route than the aggregate of the intermediate rates subject to the provisions of the Act, but this shall not be construed as authorizing any common carrier within the terms of this Act to charge or receive as great compensation for a shorter as for a longer distance: **Provided, however,** That upon application to the Interstate Commerce Commission such common carrier may in special cases, after investigation, be authorized by the commission to charge less for longer than for shorter distances for the transportation of passengers or property; and the commission may from time to time prescribe the extent to which such designated common carrier may be relieved from the operation of this section: **Provided, further,** That no rates or charges lawfully existing at the time of the passage of this amendatory Act shall be required to be changed by reason of the provisions of this section prior to the expiration of six months after the passage of this Act, nor in any case where application shall have been filed before the commission, in accordance with the provisions of this section, until a determination of such application by the commission.

Whenever a carrier by railroad shall in competition with a water route or routes reduce the rates on the carriage of any species of freight to or from competitive points, it shall not be permitted to increase such rates unless after hearing by the Interstate Commerce Commission it shall be found that such proposed increase rests upon changed conditions other than the elimination of water competition.

QUOTATION OF RATES.

Amendment to Section 6, in addition to giving the Interstate Commerce Commission additional power over tariffs and providing a penalty for the refusal to obey orders of the Commission, it makes it the duty of the carrier, upon written request, to furnish a shipper with a written statement of the rate applicable to a shipment, as follows:

If any common carrier subject to this Act, after written request made upon the agent of such carrier hereinafter in this section referred to by any person or company for a written statement of the rate or charge applicable to a described shipment between stated places under the schedules or tariffs to which such carrier is a party, shall refuse or omit to give such written statement within a reasonable time, or shall misstate in writing the applicable rate, and if the person or company making such request suffers damage in consequence of such refusal or omission or in consequence of the misstatement of the rate, either through making the shipment over a line or route for which the proper rate is higher than the rate over another available line or route, or through entering into any sale or other contract whereunder such person or company obligates himself or itself to make such shipment of freight at his or its cost, then the said carrier shall be liable to a penalty of two hundred and fifty dollars, which shall accrue to the United States and may be recovered in a civil action brought by the United States.

It shall be the duty of every carrier by railroad to keep at all times conspicuously posted in every station where freight is received for transportation the name of an agent resident in the city, village, or town where such station is located, to whom application may be made for the information by this section required to be furnished on written request; and in case any carrier shall fail at any time to have such name so posted in any station, it shall be sufficient to address such request in substantially the following form: "The Station Agent of the _____ Company at _____ Station," together with the name of the proper post-office, inserting the name of the carrier company and of the station in the blanks, and to serve the same by depositing the request so addressed, with postage thereon prepaid, in any post-office.

CRIMINAL PROVISIONS FOR FALSE STATEMENTS, MISREPRESENTATIONS, UNDERBILLING, ETC.

Amendment to Section 10:

Any person, corporation, or company, or any agent or officer thereof, who shall deliver property for transportation to any common carrier subject to the provisions of this Act, or for whom, as consignor or consignee, any such carrier shall transport property, who shall knowingly and willfully, directly or indirectly, himself or by employee, agent, officer, or otherwise, by false billing, false classification, false weighing, false representation of the contents of the package or the substance of the property, false report of weight, false statement, or by any other device or means, whether with or without the consent or connivance of the carrier, its agent, or officer, obtain or attempt to obtain transportation for such property at less than the regular rates then established and in force on the line of transportation, or who shall knowingly and willfully, directly or indirectly, himself or by employee, agent,

officer, or otherwise, by false statement or representation as to cost, value, nature, or extent of injury, or by the use of any false bill, bill of lading, receipt, voucher, roll, account, claim, certificate, affidavit, or deposition, knowing the same to be false, fictitious, or fraudulent, or to contain any false, fictitious, or fraudulent statement, or entry, obtain any allowance, refund, or payment for damage or otherwise in connection with or growing out of the transportation of or agreement to transport such property, whether with or without the consent or connivance of the carrier, whereby the compensation of such carrier for such transportation, either before or after payment, shall in fact be made less than the regular rates then established and in force on the line of transportation, shall be deemed guilty of fraud, which is hereby declared to be a misdemeanor, and shall, upon conviction thereof in any court of the United States of competent jurisdiction within the district in which such offense was wholly or in part committed, be subject for each offense to a fine of not exceeding five thousand dollars or imprisonment in the penitentiary for a term of not exceeding two years, or both, in the discretion of the court: Provided, That the penalty of imprisonment shall not apply to artificial persons.

INTERSTATE COMMERCE COMMISSION RIGHT OF INITIATIVE.

Amendment to Section 12 gives to the Interstate Commerce Commission the right of initiative.

Said commission shall, in like manner and with the same authority and powers, investigate any complaint forwarded by the railroad commissioner or railroad commission of any State or Territory at the request of such commissioner or commission, and the Interstate Commerce Commission shall have full authority and power at any time to institute an inquiry, on its own motion, in any case and as to any matter or thing concerning which a complaint is authorized to be made, to or before said commission by any provision of this Act, or concerning which any question may arise under any of the provisions of this Act, or relating to the enforcement of any of the provisions of this Act. And the said commission shall have the same powers and authority to proceed with any inquiry instituted on its own motion as though it had been appealed to by complaint or petition under any of the provisions of this Act, including the power to make and enforce any order or orders in the case, or relating to the matter or thing concerning which the inquiry is had, excepting orders for the payment of money. No complaint shall at any time be dismissed because of the absence of direct damage to the complainant.

INCREASED POWERS CONFERRED UPON INTERSTATE COMMERCE COMMISSION.

Amendment to Section 15 increases the power of the Commission: (a) Suspension of rates, classification and regulations. (b) Establishment of through routes and joint rates. (c) Shipper's right to route freight. (d) Disclosure of information relating to business of shipper.

Whenever there shall be filed with the commission any schedule stating a new individual or joint rate, fare, or charge, or any new individual or joint classification, or any new individual or joint regulation or practice affecting any rate, fare or charge, the commission shall have, and it is hereby given, authority, either upon complaint or upon its own initiative without complaint, at once, and if it so orders, without answer or other formal pleading by the interested carrier or carriers, but upon reasonable notice, to enter upon a hearing concerning the propriety of such rate, fare, charge, classification, regulation, or practice; and pending such hearing and the decision thereon the commission upon filing with such schedule and delivering to the carrier or carriers affected thereby a statement in writing of its reasons for such suspension may suspend the operation of such schedule and defer the use of such rate, fare, charge, classification, regulation, or practice, but not for a longer period than one hundred and twenty days beyond the time when such rate, fare, charge, classification, regulation, or practice would otherwise go into effect; and after full hearing, whether completed before or after the rate, fare, charge, classification, regulation, or practice goes into effect, the commission may make such order in reference to such rate, fare, charge, classification, regulation, or practice as would be proper in a proceeding initiated after the rate, fare, charge, classification, regulation, or practice had become effective: Provided, That if any such hearing cannot be concluded within the period of suspension, as above stated, the Interstate Commerce Commission may, in its discretion, extend the time of suspension for a further period not exceeding six months. At any hearing involving a rate increased after January first, nineteen hundred and ten, or of a rate sought to be increased after the passage of this Act, the burden of proof to show that the increased rate or proposed increased rate is just and reasonable shall be upon the common carrier, and the commission shall give to the hearing and decision of such questions preference over all other questions pending before it and decide the same as speedily as possible.

The commission may also, after hearing, on a complaint or upon its own initiative without complaint, establish through routes and joint classifications, and may establish joint rates as the maximum to be charged and may prescribe the division of such rates as hereinbefore provided and the terms and conditions under which such through routes shall be operated, whenever the carriers themselves shall have refused or neglected to establish voluntarily such through routes or joint classifications or joint rates; and this provision shall apply when one of the connecting carriers is a water line. The Commission shall not, however, establish any through route, classification, or rate between street, electric passenger railways not engaged in the general business of transporting freight in addition to their passenger and express business and railroads of a different character, nor shall the commission have the right to establish any route, classification, rate, fare, or charge when the transportation is wholly by water, and any transportation by water affected by this Act shall be subject to the laws and regulations applicable to transportation by water.

And in establishing such through route, the commission shall not require any company, without its consent, to embrace in such route substantially less than the entire length of its railroad and of any intermediate railroad operated in conjunction and under a common management or control therewith, which lies between the termini of such proposed through route, unless to do so would make such through route unreasonably long as compared with another practicable through route which could otherwise be established.

In all cases where at the time of delivery of property to any railroad corporation being a common carrier, for transportation subject to the provisions of this Act to any point of destination, between which and the point of such delivery for shipment two or more through routes and through rates shall have been established as in this Act provided, to which through routes and through rates such carrier is a party, the person, firm, or corporation making such shipment, subject to such reasonable exceptions and regulations as the Interstate Commerce Commission shall from time to time prescribe, shall have the right to designate in writing by which of such through routes such property shall be transported to destination, and it shall thereupon be the duty of the initial carrier to route said property and issue a through bill of lading therefor as so directed, and to transport said property over its own line or lines and deliver the same to a connecting line or lines according to such through route, and it shall be the duty of each of said connecting carriers to receive said property and transport it over the said line or lines and deliver the same to the next succeeding carrier or consignee according to such routing instructions in said bill of lading: Provided, however, That the shipper shall in all instances have the right to determine, where competing lines of railroad constitute portions of a through line or route, over which of said competing lines so constituting a portion of said through line or route his freight shall be transported.

It shall be unlawful for any common carrier subject to the provisions of this Act, or any officer, agent, or employee of such common carrier, or for any other person or corporation lawfully authorized by such common carrier to receive information therefrom, knowingly to disclose to or permit to be acquired by any person or corporation other than the shipper or consignee, without the consent of such shipper or consignee, any information concerning the nature, kind, quantity, destination, consignee, or routing of any property tendered or delivered to such common carrier for interstate transportation, which information may be used to the detriment or prejudice of such shipper or consignee, or which may improperly disclose his business transactions to a competitor; and it shall also be unlawful for any person or corporation to solicit or knowingly receive any such information which may be so used: Provided, That nothing in this Act shall be construed to prevent the giving of such information in response to any legal process issued under the authority of any state or federal court, or to any officer or agent of the Government of the United States, or of any State or Territory, in the exercise of his powers, or to any officer or other duly authorized person seeking such information for the prosecution of persons charged with or suspected of crime; or information given by a common carrier to another carrier or its duly authorized agent, for the purpose of adjusting mutual traffic accounts in the ordinary course of business of such carriers.

Any person, corporation, or association violating any of the provisions of the next preceding paragraph of this section shall be deemed guilty of a misdemeanor, and for each offense, on conviction, shall pay to the United States a penalty of not more than one thousand dollars.

EMPLOYMENT OF COUNSEL. ENFORCING OF ORDERS.

Amendment to Section 16.

The Commission may employ such attorneys as it finds necessary for proper legal aid and service of the Commission or its members in the conduct of their work or for the proper representation of the public interests in investigations made by it or in cases or proceedings pending before it, whether at the Commission's own instance or upon complaint or to appear for and represent the Commission in any case pending in the commerce court; and the expenses of such employment shall be paid out of the appropriation for the Commission.

If any carrier fails or neglects to obey any order of the Commission other than for the payment of money, while the same is in effect, the Interstate Commerce Commission or any party injured thereby, or the United States, by its Attorney-General, may apply to the commerce court for the enforcement of such order. If, after hearing, the court determines that the order was regularly made and duly served, and that the carrier is in disobedience of the same, the court shall enforce obedience to such order by a writ of injunction or other proper process, mandatory or otherwise, to restrain such carrier, its officers, agents, or representatives, from further disobedience of such order, or to enjoin upon it or them obedience to the same.

ISSUANCE OF RAILROAD STOCKS AND BONDS.

Additional provision authorizes the appointment by the President of a commission to investigate and make report on the issue of stocks and bonds by railroad corporations.

The President: Mr. Lincoln has given us a paper of facts and explanations regarding the interstate commerce law that we could never have obtained otherwise. It represents an enormous amount of work that we would not undertake personally. I feel that this Association should extend to Mr. Lincoln its most hearty thanks for this courtesy.

Upon motion being made that the hearty thanks of the Association be extended Mr. Lincoln, the motion was carried by a unanimous rising vote.

Mr. England: Mr. President, I find that the average business man has very little idea of the real intent of the interstate commerce act. Mr. Lincoln has put it before us today in a concise manner and one which can be readily understood. It seems to me that this Association will do well if it could lay before its members his address on this subject. I don't want to put any burdens upon the office of the Secretary. I know how much work they have to do, and how many circulars and communications they must send out; and I therefore make a motion of recommendation that if it is compatible with the work of the office of the Secretary, this address be printed and furnished to all our members.

The Secretary: I will say that the suggestion of the subject came to our office, and in inviting Mr. Lincoln, we told him that if he would kindly consent to make this analysis for us, we would undertake to publish it in pamphlet form as an educational project. So that a motion would relieve me from the responsibility of having to apologize to the executive committee.

The motion was duly seconded and carried.

THE AMENDED TRADE RULES.

The President: Gentlemen, Mr. John J. Stream made a report yesterday on the Amended Trade Rules, which on motion of Col. Rogers was postponed until this morning, when printed copies of the amendments could be obtained. We have received copies of the Rules as amended, and copies of the old Rules are here. I wish you would all secure copies so that we can get action on this matter.

The printed copies of the amended laws are here and have been furnished to the members. I would ask you, if it is not too much trouble, that you go over your report of yesterday again so they can hear it.

In making your report, I believe it would be well to begin simply with the amendments.

Mr. Stream: Amend Rule No. 5 as follows: After the word "mean" in the fifth line, strike out all that portion commencing with the word "that" and ending with the word "holiday" on the eighth line, and insert instead "calendar days excluding date of sale," making that paragraph read as follows:

"In making contracts a specific time in which shipment or delivery is to be made shall be mentioned. Any given number of days shall mean calendar days excluding date of sale in which to load grain to apply on a sale for shipment, or to deliver at the agreed destination grain sold for delivery."

The second paragraph of Rule No. 5 is approved without change.

The third paragraph of Rule No. 5 is stricken out entirely.

Your committee thought that the terms used in that paragraph were indefinite and uncertain, and in fact they created a great deal of trouble and were unnecessary.

Mr. King: There is just one word that I would like to speak of that might be just a little bit clearer. That is where it says, "shall mean calendar days, excluding date of sale, in which to load grain." Wouldn't it be better to say, "in which to ship grain." Grain might be loaded and yet not shipped.

The Secretary: There is another rule that provides for that. There is another rule which provides that grain shall be actually loaded.

Mr. King: The reason I mention that is this: With reference to loading on a belt line here in Chicago, for instance, sometimes there is a delay of four or five days after a car is loaded before it is actually shipped, and yet the bill of lading is dated as of the date when the car is loaded. If it is the intention of the shipper, when he loads that grain, to ship it out on contract, then the shipment should actually be made. If, on the other hand, while that grain is loaded, it is held on the belt line here and then applied on the contract four or five days after it has been loaded, with the date of shipment as of the date on which it was loaded, I think that is hardly fair to the receiver. I think the word "ship" there would be better than "load." Of course, I would not press that; but I think it would be much better, in view of the contention we already have in the East in reference to that matter. We have it up now with the Trunk Lines and with the Central Freight Association; and I think the rule should be clear on that.

Mr. Stream: I feel that that would open up a very wide avenue. You might by that throw onto the seller of the grain the burden of seeing that the railroad performs its duty. I don't think that would be fair to the seller. If the seller loads his grain after sale is made and the car is turned over to the railroad when loaded, that is as far as the seller should go.

Mr. King: Couldn't that be made "tender for

shipment?" "Load" is very indefinite. I know of a case where a man commenced to load one day and didn't finish until two days after, and yet he claimed from the first day. The idea of mentioning this, on my part, is the fact that the transportation committee of the Philadelphia Commercial Exchange have received numerous complaints bearing on this particular matter that we have up now. One is that grain may be loaded here in Chicago, on the Belt Line, for instance, on a certain date, and the shipping receipt or weight ticket gotten for it, and that grain can be held here four or five days; and in the meantime it gives the shipper an undue advantage over the receiver by reason of the fact that if the market advances and he chooses to dispose of that grain and apply it on some cash contract at a premium, he can do so and still load other grain and ship it to the receiver, and because the market would be higher the receiver would take it. If, on the other hand, after he loaded it, the market declined, he can still apply it on the receiver's contract and have the bill of lading issued and dated as of the date when it was loaded, when in reality the grain was not shipped until four or five days after it had been loaded. So, I think, if these rules are to guide us and to hold the shipper as well as the receiver, then they ought to be perfectly clear; and if it claims that grain sold for shipment within ten days shall be shipped within ten days, it is up to the shipper to ship it within that time. He must release his shipping receipt which he receives when he loads the grain and turn it over to the railroad company and get a bill of lading for it, so that the shipment is out of his control and actually in the hands of the railroad company.

Mr. Eckhardt: I would like to ask Mr. Stream if there is a provision in these Rules that provides that when grain is already loaded and then sold—if there is a provision in the rules which makes it necessary to so notify the buyer.

Mr. Stream: Yes; but I call your attention to the second paragraph of Rule 5, which says that, "Grain to apply on a sale for shipment must be actually loaded, and billing instructions must be furnished the railroad company in accordance with the custom then in vogue at the shipping point." That paragraph we have accepted without change.

Mr. Merrill: I think it would hardly be fair to allow the understanding as voiced by Mr. King to obtain here, and let it rest with that. I refer to his remarks about the possibility of loading cars on the Belt and holding them there four or five days. I think every shipper here will tell you that is a very rare occurrence. Nearly all the elevators are situated along the Belt, and as soon as a car is loaded the Belt gives a switching receipt, which is immediately taken to the shipping line with shipping directions, and then bill of lading is secured. All the shipper can do, all the operator at the elevator can do, has been done when that is accomplished. If, through reason of the crowded conditions on the Belt, the cars are held, it is beyond the responsibility of the shipper, and it should not be charged that such a delay as that is a delay in shipment, because the Belt then becomes the agent of the outgoing road and it is strictly within the province of the Belt to deliver the car at once to the outgoing road. Now, the holding of cars—holding them back—is not practiced. The loading of cars and letting them go out, letting them run down the road and billing the next day is sometimes, perhaps, practiced. I do not like to have it understood that cars are loaded here and then held here. We could not do that because twenty-four hours is the limit they can be held without paying charges.

Mr. King: I did not intend to state that that was the practice in Chicago, but at the same time it can be done and has been done. Receivers of the East have been compelled to accept cars on contracts where the documents were dated at the time the loading took place, even though the car had not been shipped until four or five days after it had been loaded. I say four or five days because that is the number of days mentioned in the complaint. The intention of the shipper, no doubt, when he loads a car, is to ship it, and the natural order of

business, of course, would be twenty-four hours in which to get it off. But I know of a number of cases where receivers in the East have suffered very heavily—a very heavy loss, because the goods were tendered to them with the bill of lading dated at the time of contract, and yet the goods were not shipped until some time after the contract expired. If it is the intention of the shipper to ship those goods at the time of the contract, there is no reason he should hold the goods four or five days, and then have the billing issued as of the date that shipment was called for. I think that that should be changed so that it will be clear to the shipper, so he may know what his duties are, and to the receiver in order that he may understand what to expect.

I might make a motion that that be substituted; however, I simply want to suggest it to the chairman of the committee, and if he thinks well of it, to recommend it, rather than move an amendment to his rule. I think if the committee can recommend that, it will prevent a great deal of misunderstanding.

Mr. Rogers: I hope the committee can see their way clear to make that change. And another important change, it seems to me, is what you consider the date of shipment. I would like to see you change the word "load" to "ship," and that the date of shipment be considered the date of the bill of lading.

The President: The date of the bill of lading is the date of shipment.

Mr. King: If this stuff is bought to be loaded within ten days, that is a different contract. But if it is bought to be shipped within ten days, then it ought to be shipped and the Rules should so state. I think the date of the bill of lading governs the responsibility of the receiver as well as the responsibility of the shipper. That is what we have to go by. If the shipper can have the bill of lading dated as of the date of loading, and that is several days before shipment is really made,—which they do do if they hold the cars on track (this is not the practice but it is done sometimes),—you can readily see that the receiver is placed at a disadvantage.

The President: I will say that the Interstate Commerce Commission makes that a misdemeanor—to give a different date on the bill of lading than the date of shipment.

Mr. King: That applies to cars which come in over one line and go out over another, by which the bill of lading is changed. That bill of lading must show the time and point of shipment. But this is a different matter, we have a belt line which is under the jurisdiction of all of the railroads, from which all the railroads receive cars.

I think that if the East, and the receivers of grain, are to abide by these rules, if stuff is to be shipped within ten days, then that word should be changed to "ship." I recommend that to the chairman, but I don't care about making a motion if he sees fit to insert the word. If he don't, of course, to get it before the convention, I will make such a motion.

Mr. Stream: I think to change that word "load" to "ship" would leave that very uncertain in the minds of the seller or receiver. It would mean that the receiver would demand from the seller absolute proof that the grain was shipped, and that would throw the responsibility for the movement of the grain entirely on the seller; and it is not fair to hold the seller responsible for the faults of the shipping road. That is what will arise by making this rule read that grain shall be "shipped" within ten days. The next paragraph reads: "Grain to apply on a sale for shipment must be actually loaded, and billing instructions must be furnished the railroad company in accordance with the custom then in vogue at the shipping point," and that seems to me to be sufficient. Now, then, if you are going to have the rule read that the seller must see that the grain is shipped within ten days, then you throw the entire responsibility on the shipper.

Mr. King: The custom in vogue—the general practice in regard to this matter—is that the car should be loaded and shipping receipt taken for it;

and the practice is, within the usual order of business, that that day, or the next morning, you get the bill of lading. Now, there are a great many cases where we have changes in the market that the bill of lading is not gotten according to the custom. If the rule doesn't specify something in reference to that, it gives the shipper a leeway in the matter which the receiver has no chance of getting out of. While it is not incumbent upon the shipper to go ahead and watch the cars and see that they are shipped, it is incumbent upon him when he loads the car to see that he delivers his weight ticket to the railroad company and gets a bill of lading.

The President: We are entirely out of order. Mr. Stream is in the midst of his report and hasn't made a motion that the amendment be adopted.

Mr. King: I asked whether these were to be submitted as each article was read, or adopted as a whole, and the information I received from the chair was that they would be submitted separately. I bow to the will of the chairman of the committee and ask if he will make the change.

Mr. Stream: I don't want to make that change.

Mr. King: Then I move that the word "ship" be inserted there instead of "load."

The Secretary: Mr. Goemann, who is here, was present at the time these Rules were revised. He will remember that the object of putting this word "load" in the rules was to correct the abuse of taking out papers, and loading cars several days afterward. If you change the word "load" to "ship," you allow the same leeway for taking out a bill of lading and not loading the car, that formerly existed. You entirely destroy the purpose of this word "load."

I should like to suggest that someone offer as a substitute, if it is agreeable, that the car shall be actually loaded and the bill of lading dated within the agreed shipping time limit. Then, any delay after that would be railroad delay.

Mr. King: What is the shipping time limit?

The Secretary: As agreed upon, at the time of sale. The object of this word "load" is to require the grain to be actually loaded. Shipping and loading are two entirely different propositions. The transportation company enters into the equation from the time the shipping instructions are given the railroad. I think it would be bad to eliminate the word "load."

Mr. King: I am not particular about the word "ship." All I want is prompt shipment after it has been loaded—that the shipper shall not be given the opportunity to speculate, as it were, with the grain which he should apply on the contract and which the receiver should receive.

The President: How would it do to make it read "load and ship." Would that make a difference?

The Secretary: That would affect the hazard of transportation, which on a purchase or sale f. o. b. is assumed by the buyer, and on a sale delivered is assumed by the seller.

Mr. King: What is your suggestion, then, Mr. Courcier, to protect the buyer of the grain?

The Secretary: I think he is fully protected under the present rule. If he buys his grain delivered, any railroad delay which results in a loss may be recovered by claim, supported by proof of delay. If the car was loaded and still on the track and the billing instructions not furnished, or the bill of lading not taken out, the delay would be upon the seller and become a trade difference, to be adjusted either directly or by arbitration.

Mr. King: That is the point that is not clear in this matter and that causes lots of trouble in the East. We get bills of lading there that you can see by the consecutive numbers on them have been issued after other shipments have been made. Now, the seller has to ship this grain out, but it gives him an opportunity to practice an injustice on the receiver, when the bill of lading is not issued for several days after the shipment has been loaded. It isn't a question whether it is bought f. o. b. or delivered. Nearly all stuff in the East is bought delivered—the great majority of it anyway. I have no special rule to insert here with reference to the phraseology, but I do want that rule clear in order

that there may be no misunderstanding. I think it should convey the idea that the shipper is to ship it. He, of course, is not responsible for delays after he ships it.

Mr. Rogers: I am inclined to favor the suggestion of the Secretary.

Mr. Bassett: I am for the motion made by Mr. King. And it strikes me that there has been an error made here that has apparently been overlooked. In the statement made by Mr. Courcier, if that particular statement is allowed to stand, it would seem that this Association recognizes something on the part of the railroad company which we should not do. No railroad company has the right to issue a bill of lading before a car is loaded and delivered to them, and if any railroad should do so it will have to suffer the consequences. Therefore, I favor the phraseology of Mr. King.

The Secretary: I want to remind you that if we strike out the word "load" we will destroy the object of the rule, and the old custom, which we all know has existed in the past, whether legally or illegally, will be revived.

Mr. Merrill: "Load and bill forward." I think that covers your whole proposition.

Mr. King: We contend that a man that loads grain should ship it that day; that is, that he should get his bill of lading for it that day or the next morning, and that if the grain is bought to be shipped, we ought to have shipment within the contract time.

Mr. Goemann: The word "bill forward" won't do. You can't control the billing by the railroad company. How are you going to enforce that?

Mr. Merrill: I didn't mean way-bill forward. I refer to the act of the shipper and not to the act of the railroad.

Mr. Goemann: Then you want to say "shipping instructions filed" or "billing instructions filed."

Mr. King: I think "load and ship" would cover that. The bill of lading is dated the day on which it is loaded. There is no trouble about that. That is what our complaint is. There isn't any reason why a man should load grain and hold it on the track here a week and then get a bill of lading dated the day on which he loaded it, and send it to me four or five days after the time when I wanted it. He ought to get his bill of lading away, under the regular customs of that business, on the day it is loaded. We do not say it is the custom for sellers to do this of which we complain, but the opportunity is given them to do it.

The Secretary: Will you illustrate a case?

Mr. King: I wouldn't give any specific case, but on two particular occasions where cars have been loaded on track here in Chicago, on the Belt Line, the bills of lading, when they reached the East, showed conclusively to the receiver that those bills of lading were issued, according to their numbers, at a later period than the date indicated, because other bills of lading had come in showing a number prior to them, and yet those bills of lading were dated within the contract time. The receiver of the goods, of course, had nothing but his bill of lading and had to take the cars.

The Secretary: That looks like fraud and should be handled through the regular channels of prosecution.

Mr. King: We want it so we won't have to handle it through any channel. I would proceed by simply letting that rule say "shipment." If you buy for shipment, then the man that loads the stuff, when he gets his ticket from the Belt Line, should, that day, or the next morning, get the bill of lading and send it on. We know by the time that the papers reach us whether they do that or not. Papers come in sometimes ten days after we should have received them.

Mr. Goemann: I don't know what Mr. Merrill said about our customs; but I buy a good deal of stuff to load out of public elevators that are located on the Belt and it is delivered by the Belt to the other roads, and the custom here is that the shipment of that car is when the switching starts. Now, there are lots of times when you can't get papers in from the outlying districts within a reasonable time; there is sometimes two, or three, or four, or

five days elapsing before you can get them. You couldn't make an arbitrary rule to fit that case. Under the Interstate Commerce Rules it is a misdemeanor to date a bill of lading prior to the date of loading. The bill of lading must show the correct date. Now, in answer to the case you cite: I don't believe there is any firm that will take the chance of having the stuff rejected with the market down. With the market up, it is a different proposition. Then they may be using it, but not with the market down; because then it is to their interest to see that those papers go out immediately.

Mr. King: I don't think you understand me with reference to the decline in the market. He buys the stuff after the market has declined and gets his date of shipment within the terms of the contract. He has loaded it but hasn't shipped it.

Mr. Goemann: Why should he hold it?

Mr. King: He holds it because, if the market seems firm, he can hold it and send it to somebody else. If the market isn't firm, he can ship the Eastern man another car and he will take it.

To get back to the original motion. My motion was to insert "ship." I would be perfectly willing to have it "load and ship," or any phraseology that will indicate to the shipper of the grain that when he loads it he is to ship the grain.

Mr. Lockwood: You have talked about "loading," "billing" and "shipping." Now, I suppose the Secretary knows what the word "loading" means. I ask for a definition. What does it mean?

The Secretary: The acceptance of the term, as here given, is that the grain shall be in the car.

Mr. Lockwood: All right. What does billing mean?

The Secretary: It means that instructions shall be given to the carrier for its forwarding.

Mr. Lockwood: Does it mean anything else?

The Secretary: No, sir; not in this acceptance.

Mr. Lockwood: Doesn't it mean the issuance of a bill of lading?

The Secretary: That, of course, is the receipt.

Mr. Stream: Furnishing the railroad company with billing instructions means that they are to issue a bill of lading at the time the particular instructions are filed with the railroad.

Mr. Lockwood: Is it billed before you have received the bill of lading?

Mr. Goemann: I would suggest that we amend to, "file billing within twenty-four hours." Then they can't hold it to get the benefit of other sale.

Mr. King: That gives you another day's time on the contract.

Mr. England: I suggest that the words "load and tender for shipment" be put in there. Now, that takes the responsibility off the seller of the grain. If the shipper tenders it to the railroad company and they do not move it, he is not responsible for that. If he tenders it for shipment, I think he has filled his contract. I think if you make it "load and tender for shipment," you put all the responsibility on the shipper that he is entitled to bear. And I think it makes it plain enough for the man who buys the grain to know when to expect shipment.

Mr. Rogers: It hangs on the date of the bill of lading. If we have contracts on the declining market, the buyer in many cases will want us to prove when we shipped it. Our proof is the date of the bill of lading. Now, if Mr. England means that the bill of lading must be dated that day, that is what we want; but if not, it won't cover the ground.

Mr. England: A man may finish loading a car late in the evening on Saturday. He finishes loading it and tenders shipment to the railroad. If it is not billed out until Monday, the billing is not issued until Monday, but the shipper has complied with this rule. He loaded the stuff and tendered it for shipment. It is not his fault that it doesn't go out. I think when he tenders to the railroad company he has complied with his responsibility.

Mr. Rogers: That would cancel the contract with us. What we want to know is that the bill of lading is dated within the contract time. We have nothing to do with the transportation company—

when they start the car out. Our proof is that bill of lading dated within the contract time.

Mr. Goemann: I had a case of that kind. A man loaded his oats late one Saturday afternoon and the agent had gone home and the bill of lading was dated the following Monday. I refused to take the oats. The man sent along the oats, and I took it up with the railroad company; and they said, yes,—that he loaded the oats. The agent said there was no work train out of there on Sunday and his instructions were to bill the oats, or, rather, date the bill of lading on the day that he got the property—when they took it off the side track. The consequence was I had to take his oats and lost five cents a bushel.

Mr. Rogers: If it had been an Eastern contract, we would not have accepted that shipment.

Mr. Lockwood: The word "shipping" is one thing and the word "billing" is another. If I telegraph an Eastern man that I have shipped five cars of grain, I have evidence over the telegraph that they have been billed. Am I right or wrong? When I say "shipped," what does it mean? That the cars in question have been billed? We ought to know what these things mean.

Mr. King: My motion before you is that the word "ship" be substituted in place of the word "load." Now, I amend that to have it "load and ship," if that is satisfactory. I am familiar with this subject, because I had yesterday a conference of over two hours with some prominent railroad officials here with reference to this matter, and I would like to see the word "ship" substituted there. If that don't seem to be what the shippers of Chicago think it ought to be, then put the words "load and ship," and take your receipts to the railroad company in accordance with the usual practice and get your bills of lading within twenty-four hours to show that you are shipping it. Load it and ship it.

Mr. Rogers: I second Mr. King's motion.

Mr. Eckhardt: It seems to me that there is confusion injected into this argument by the fact that Mr. King has laid some stress on the question of consecutive numbers on bills of lading. Perhaps if it is understood that railroad receipts don't always come down on the same day—sometimes they are delayed twenty-four hours or longer and the bills of lading consequently have a later dating—it may straighten this out a little. It doesn't seem to me that that should invalidate the contract, simply because the bills of lading do not bear the consecutive numbers. It seems to me that if the property is loaded and the billing instructions in the hands of the railroad company—the agent of the seller for the purpose of transporting his property—the seller has filled his contract. The paragraph provides that the property shall be in the hands of the agent. Sometimes it may be loaded on a road that transports the property to other lines and this first road is the agent of the other lines, so that when the property is in the car and the billing directions in the hands of the railroad people and the billing accepted and acknowledged by them, it seems to me that has filled the contract for shipment.

The President: We have the amendment to our Rules offered by Mr. Stream, to which an amendment was offered by Mr. King to change the wording from "load to "load and ship." Is there anything more to be said on the subject?

(Calls for question.)

The President: The question is on Mr. King's amendment.

A rising vote being called for, 23 voting in the affirmative and 7 in the negative.

Mr. Merrill: I want to call attention to the rule as amended, to the construction of this word "ship." I have opposed this because it puts upon the shipper here the burden of getting the car moved. [Cries of "No, No."] Now, I want it distinctly understood by the board of arbitration and the officers of this Association that when a case comes before it for decision, this definition be given to the word "ship." This whole argument here has rested upon the definition of that word "ship," and you will have trouble with it. I think you have bred trouble by this action. Therefore, I want it

clearly understood that in shipping, the only construction that can be placed on the word "ship" is that shipping directions have actually been filed with the railroad.

Mr. Rogers: I would be glad to have Mr. Merrill add the word "file" to the word "ship."

The President: The amendment is carried. Now, if, as Mr. Merrill says, there may be any question about this, and Mr. Rogers is willing to have him put in a definition, why not have it put in and make it a part of the Trade Rules.

Mr. King: Suppose Mr. Merrill and I confer a little. You can adopt this rule as amended and we can put this in afterwards.

The President: Now, you will vote on the amendment as amended. The motion was carried.

Mr. Stream: The second paragraph of Rule 5 is approved without change. It seems to me that that paragraph covers the question entirely—that the grain must be loaded and the billing instructions furnished the railroad in accordance with the custom then in vogue at the shipping point. That paragraph is approved without change by your committee.

The next paragraph we have stricken out entirely. That paragraph relates to immediate, prompt and quick shipment.

The President: You have heard the amendment offered by the committee, that the third paragraph of Rule 5 be stricken out entirely. What is your pleasure?

A motion that the recommendation be adopted was duly seconded and carried.

Mr. Stream: Amend Rule No. 5. The fourth paragraph amended by striking out the word "prompt" on the third line and inserting instead "ten days," so same shall read as follows: "Where no specifications as to time of shipment is named in the contract, 'ten days' shipment' shall apply."

A motion that the recommendation be adopted was duly seconded and carried.

Mr. Stream: Amend Rule No. 6 by striking out the word "immediate" in the first line of Section A and inserting instead the words "three days;" and strike out the word "quick" in the second line and insert instead the words "five days," so that the section shall read as follows: "Rule 6, Billing Instructions. Section A. In case the grain is sold for three or five days' shipment, the buyer shall furnish billing instructions by wire, unless said instructions were embodied in the original articles of trade."

Mr. England: I move its adoption. (Carried.)

Mr. Stream: Amend Rule No. 6, Section B, by striking out in the second line the word "business," and inserting instead the word "calendar." In the third line strike out the words "prompt or" and make the same read as follows:

"Section B. The buyer shall be allowed three calendar days within which to furnish billing instructions on sales for deferred shipment, and must furnish the said billing instructions any time after three days, when requested by the seller. Should the buyer, after the expiration of the allotted three days, fail to furnish shipping instructions on demand, the seller shall have the right to elect either to ship the grain to the post office address of the buyer, or to cancel the contract outright; twenty-four hours' notice having been given by the seller of his intention and election."

Mr. England: I move its adoption. (Carried.)

A Member: Supposing I should buy on thirty days?

Mr. Stream: This covers deferred shipments. That is, after three days the seller may demand billing instructions from the buyer, after three days' notice.

Mr. Eckhardt: Thirty days' shipment means at the convenience or pleasure of the seller. It don't mean the seller should ship within the last three days. It is right that the seller should demand billing instructions so he can ship it within the thirty days.

Mr. England: I move its adoption.

Mr. Hollingsworth: Supposing I should buy something at this time for December shipment. After three days the seller can call on me for ship-

ping instructions. I think it should be worded differently.

The President: It is moved that this amendment be adopted.

The motion was carried.

Mr. Stream: Amend Rule 7 by striking out in the second paragraph commencing with the word "should" and ending with the word "cancelled" in the sixth line; and strike out in the eleventh line the words "and shall," inserting instead the word "or," so same shall read as follows:

"Incomplete shipments. When the seller finds that he will not be able to complete a contract within the agreed limit, it shall be his duty so to advise the buyer by mail, telephone or telegraph, whereupon it shall be the duty of the buyer at once to elect either to buy-in or to cancel the deficit, or to extend the contract to cover said deficit.

"Upon failure to receive notice of shipment, after the expiration of the shipping limit as specified in the contract, the buyer may elect either to buy-in or to cancel the contract, or notify the seller by wire that unless he, the buyer, be in receipt of notice by wire, within twenty-four hours, advising that shipment will be completed within forty-eight hours, he, the buyer, will, at the expiration of said twenty-four hours, at once proceed either to buy-in or to cancel said contract and to render a statement to the seller for all loss incurred.

"Shipping directions furnished by the buyer before the expiration of said twenty-four hours must be accepted by the seller."

Mr. Rockwell: I move that it be adopted. (Carried.)

Mr. Stream: Amend Rule 10 by inserting in the seventh line, following the word "authorized," the words, "or agreed," so same shall read as follows:

"Rule 10. Sample Grain. It shall be the duty of the seller of grain by sample to furnish grain fully up to sample. Shipments rejected on account of quality, shall be compared with the sale sample, by either the Inspection Committee or some other duly authorized or agreed committee of the market in which such rejection is made, and the finding of said committee shall be final. Should the finding be in favor of the buyer, the buyer shall at once notify the seller, by wire, and it shall be the duty of the seller, to make satisfactory adjustment with the buyer within twenty-four hours; at the expiration of which time, if not adjusted, the shipment shall be subject to the order of the seller, and it shall be the duty of the buyer to buy-in, cancel or extend the defaulted contract and notify the seller of his action. Should the buyer and the seller fail to arrive at a basis for adjustment that would enable the buyer to handle such grain not up to sample, and should said grain be finally rejected, it shall be the duty of the seller promptly to reimburse the buyer to the full amount of money advanced on such a shipment so rejected."

Mr. England: I move its adoption. (Carried.)

Mr. Stream: Amend Rule 12 by adding to Rule No. 2, and lettering as Rule 2, Section A."

Mr. Rockwell: I move its adoption. (Carried.)

Mr. Stream: Amend Rule 13 by inserting after the word "telegram" the words "or telephone message," so that same shall read as follows:

"Rule 13. The sender of a telegram or telephone message shall prepay the charges."

Mr. England: I move its adoption. (Carried.)

Mr. Stream: Amend Rule No. 16 by adding same to Rule No. 2, lettering as "Rule 2, Section B."

Mr. England: I move its adoption. (Carried.)

Mr. Stream: Amend Rule 25 by adding Section A, reading as follows:

"Section A. On a sale shipper's weights and grades, it is understood shipment must be made by the seller from his own station, and he must furnish the buyer sworn certificate of weight, unless otherwise agreed at the time of sale."

Mr. Rockwell: I move its adoption. (Carried.)

Mr. Stream: Amend Rule 37 by striking out on the third line the word "not," so that the rule shall read as follows:

"Term twenty-four hours. The term twenty-four

hours, as used in these rules, shall be construed to mean twenty-four hours including Sunday or legal holidays."

Mr. England: I move its adoption. (Carried.)

Mr. Stream: Add to Rule No. 38, covering brokerage, reading as follows:

"Brokerage shall be credited when contract is accepted by principals to the transaction."

Mr. England: I move its adoption. (Carried.)

Mr. Stream: All the other rules remain unchanged.

Mr. King: I would like to submit this to the chairman of the committee after having conferred with a number of the gentlemen.

Mr. Stream: The following is an amendment offered to the amendment to Rule No. 5, in the first paragraph: Following the word "delivery:" "The word 'ship,' when used in the Rules, shall mean that shipping instructions shall have been filed with the railroad company by the shipper."

Mr. King: I move the adoption of that amendment. This covers the point and defines the word "ship."

The President: Kindly read the amendment again.

The amendment to the amendment was read. Calls for question. Motion carried.

Mr. England: I move that the amendments be adopted as a whole. (Carried.)

Mr. Montelius: Mr. President, I would like to make a motion that these Rules be printed in pamphlet form, and that copies be furnished the different secretaries of the state associations, so that they can distribute them to the trade.

The motion was carried.

ELECTION OF OFFICERS.

The President: We have twenty or thirty minutes' more business. Let us go on and finish our work and then adjourn. Is the committee on nominations ready to report?

Mr. McCord: Mr. President, and gentlemen of the convention: I have the following report to make for the committee on nominations. I am not the Chairman, but was the Secretary of the Committee.

We, your Committee on Nominations, submit the following nominations for officers and members of the Board of Directors, and recommend the election of the several gentlemen named.

President—E. M. Wayne, Delavan, Illinois.
First Vice President—Ely Bernays, New York, N. Y.
Second Vice President—E. E. Elliott, Muncie, Indiana.

Directors for Two Years—J. W. McCord, Columbus, O.; J. J. Stream, Chicago; H. I. Baldwin, Decatur, Illinois; Geo. F. Powell, St. Louis; T. A. Morrison, Kokomo, Indiana; Nesbit Grammar, Buffalo; John D. Baker, Jacksonville, Florida, and W. J. Hollingsworth, Augusta, Ga.

Directors for One Year—A. F. Leonhardt, New Orleans, La.; W. C. Goffe, Kansas City, Mo.; and G. J. Boney, Wilmington, N. C.

I want to move the acceptance of this report, and with it the authorization to the Secretary to cast the ballot of the Association electing the nominees as named by the nominating committee.

The motion was duly seconded and carried.

The Secretary: At the direction of the convention, it is my privilege and pleasure to cast this ballot for the officers proposed by the Committee on Nominations.

AUDITING COMMITTEE.

The President: Mr. McCord of the auditing committee will give the report of that committee.

Mr. McCord read the following report:

Your committee having examined the books of the Secretary-Treasurer affirm his financial statement as follows:

| RECEIPTS. | |
|--|-------------|
| Balance cash on hand at close of year ending Oct. 5, 1909..... | \$ 1,758.00 |
| Receipts from dues, etc., during year, deposited in bank as per duplicate bank deposit slips on file, and cash and checks received too late for deposit..... | 8,770.00 |
| Total from all sources..... | \$10,528.00 |
| DISBURSED. | |
| Salaries, expenses, etc., as per canceled bank checks and vouchers on file..... | \$ 8,970.35 |
| Balance cash on hand..... | \$ 1,557.65 |
| On deposit in the Home Savings Bank of Toledo | \$ 1,415.65 |
| Currency on hand..... | 27.00 |
| Checks on hand not yet deposited..... | 115.00 |
| | \$ 1,557.65 |

Mr. England: I move that the report be received and the committee discharged. (Carried.)

The President: Is there any unfinished business? (None mentioned.) Is Mr. Wayne in the hall? (No response.)

Mr. McCord: I had, with the committee named, prepared resolutions on the death of one of our oldest and ablest and most energetic members, Arthur R. Sawers; but when I went to have them transcribed, they sent for me to act as a substitute on this nominating committee, and I haven't been able to get them in shape. But I assure you that the committee did not do too much when they remembered our own Arthur Sawers, who has passed beyond, in the most endearing terms. And if the convention is willing, I will have the resolutions transcribed and sent to the Secretary, so that they will appear in our record and a page will be set apart in his memory.

Mr. Miles: I move that the suggestion of Mr. McCord be carried out, and that the resolutions, whatever they are, be preserved and engrossed on the record of the National Association. (Carried.)

The resolutions are as follows:

Arthur R. Sauers, a charter member and one of the most active workers and supporters of the Grain Dealers' National Association, passed from this life on June 22, 1910, at his residence in Chicago.

In his death we have lost one of our most valuable and enthusiastic workers; one who was ready and willing, always to respond to every demand made upon his untiring energy; one who contributed freely in material support and also ably in wise and judicious counsel, to the advancement of the best interests and the principles represented by this Association, and to the upbuilding and improvement of trade conditions generally; therefore, be it

Resolved, That this Association, in convention assembled, does hereby express its profound sorrow and deepest regret for his untimely death; and be it further

Resolved, That a copy of this resolution be sent to his family; and that a page in the Records of this Association be set apart in his memory, as a memorial to one who was very near and dear to every member of this Association.

(Signed)

J. W. McCORD,
CHAS. ENGLAND,
W. T. McCRAY,

Committee.

Mr. Grimes: Mr. Wayne anticipated that the report of the nominating committee would be brought in this afternoon; and not thinking that it would be reached this morning, he has gone out of the hotel with friends and is not expected back until 2:30. Under the circumstances I move that we adjourn sine die.

The President: Before we adjourn I wish to thank each and all of you for your kindness during the past year. It has been one of the most pleasant experiences of my life, although a busy one; and I wish to thank you all for what you have done for me.

The Vice-President: The convention has not formally adjourned, although President Tyng has left the chair.

Mr. England: I move, sir, a vote of thanks from the members of this organization for the impartial, courteous and kind manner in which the President has presided at this meeting, and also for his close attention to its business during the year; in which time the Association has not only held its place, but has shown unusual progress.

The motion was duly seconded and put and carried by a unanimous rising vote.

The Vice-President: Mr. Tyng, you will accept the thanks of this organization extended you.

Thereupon convention adjourned sine die.

DIRECTORS' MEETING.

A regular meeting of the directors was held at the close of the convention, with President E. M. Wayne in the chair and a practically full board in attendance.

Jno. F. Courcier was re-elected secretary for the ensuing year.

Omaha was selected as convention city for 1911, the date being October 9, 10 and 11.

The affiliation of the Kansas Grain Dealers' Association was effected, Secretary E. J. Smiley representing the latter body.

It was decided that the Board would employ tentatively a solicitor of direct membership, the person so employed to have no official title at present.

CONVENTION NOTES.

One of the business cards read: "Been at it since 1879, Fred Mayer of J. F. Zahm and Company, grain and seeds, Toledo, Ohio."

One of the attractive souvenirs presented was a mirror-paper weight with the compliments of J. C. Shaffer & Co., of Chicago.

A little pamphlet on the Standard Seed Tester was distributed by W. C. Adams and F. S. Landers of the Standard Seed Tester Co., of Decorah, Iowa.

If you ask C. C. Remy, of New York City, about trusting his overcoat to be checked on the Chicago Board of Trade, he will reply with uplifted hand, "Never again!"

Joe Doering, of Antwerp, Ohio, who came in with the Toledo delegates had three sets of keys to his room at the LaSalle. One for every day use and two emergency keys, so the Toledo boys said.

Entertainments for the ladies included an automobile trip to the South Shore Country Club on Tuesday afternoon and a visit to the Garrick Theater to see the Chocolate Soldier at Wednesday matinee. About fifty ladies were in attendance at the Fourteenth Annual Convention.

There were only two mere men, Fred Meyer and David Noyes, who accompanied the forty-seven la-

carried by a unanimous rising vote that the thanks of the Association be extended to the Chicago Board of Trade for the hospitable manner in which they had entertained the visiting grain dealers and ladies during their stay in the city.

A very interesting exhibit was that of J. Collin Vincent of Lutherville, Md., and 217 Chamber of Commerce, Baltimore, Md. It included samples of grain grown in different parts of the world with which the American Farmer has to compete. There were samples from Russia, Australia, Sweden, Algeria, Manchuria, India, Odessa, South America, Canada and other countries.

THE ATTENDANCE.

Omaha sent F. S. Cowgill and Will A. Campbell. Cleveland market was represented by F. E. Watkins.

S. D. Scott and W. E. Cook represented the Norfolk, Va., market.

The Cincinnati delegates included A. C. Gale, H. M. Brouse, F. E. Fleming.

Arthur S. Dumont, Richard C. Roberts and Jas. T. Shaw represented the Detroit market.

From Baltimore: J. Collin Vincent, Lewis J. Lederer, John W. Snyder, H. Sheridan, Charles England, Jas. H. Warren, Emery Kirwan, Edward



FIVE ENTERPRISING MACHINERY MEN.

dies who went by automobiles to the South Shore Country Club on Tuesday afternoon. They were said to have been game until time for serving tea when they ignominiously retreated and beat it for the club buffet.

The National Automatic Scale Co., of Bloomington, Ill., had a weighty man, to represent the National Automatic Grain Scale. Representative "Baby" Bliss, who came up from Bloomington, Ill., to represent its scales is said to be the world's largest man. Both he and the scales attracted very much attention.

"Town Tips," a useful little book for visitors to Chicago, was given out by F. J. Conover and C. H. Cole with the compliments of the Millers' National Insurance Co., of Chicago. This popular insurance company has very largely increased its business among grain elevators during the past few years.

Very many grain men saw the New Monitor Wild Oats Separator in room 612 of the Traders' Building, where the Huntley Mfg. Co.'s representatives, F. M. Smith and A. S. Garman, exhibited the machine. It is one of their latest and best machines and makes a perfect separation, taking all the oats out of wheat and vice versa in one operation.

The Chicago Board of Trade entertained the Association at a banquet at the LaSalle Hotel on the evening of the final day of the meeting. Unlike most banquets, there were no speeches and in their place a few good vaudeville sketches were given by professional talent. At the close of the evening, and just before the hosts and guests dispersed, a motion put by J. W. McCord of Columbus, Ohio, was

Netre, Walter Kirwan, J. C. Brown, J. A. Manger, E. Blackford, Jos. Wirth, John M. Dennis.

W. S. Upshur of Richmond, Va., represented the Chamber of Commerce of Newport News.

From Philadelphia, Jas. L. King, E. L. Rogers, E. M. Richardson, E. E. Delp, E. H. Price.

John G. McHugh, secretary of the Minneapolis Chamber of Commerce, was present with H. E. Hughes.

Geo. W. Hill represented the Nashville Exchange and Memphis sent J. B. Edgar, J. S. Denyven and E. W. Wyatt.

The extreme eastern market, Boston, sent J. F. Hammers, Seth Catlin, Paul S. Reed, M. D. Benzaquin, Thos. Ronald.

E. D. Biglow, secretary of the Kansas City Board of Trade, was in attendance with J. G. Goodman, Jno. T. Snodgrass, G. H. Davis.

The Pittsburg Grain and Hay Exchange sent W. A. McCaffrey, J. A. A. Geidel, J. C. Moore, John R. Johnston, C. A. Foster, H. G. Morgan.

Indianapolis was present with Frank A. Witt, Wm. Greiner, W. J. Riley, B. B. Minor, Chas. B. Riley, J. E. Richards, Bert A. Boyd, E. W. Bassett.

Secretary H. A. Plumb of the Milwaukee Chamber of Commerce brought W. M. Bell, A. K. Taylor, P. P. Donahue, P. C. Kamm, A. A. Breed, L. R. Fyfe.

The visiting state secretaries were J. W. McCord, Columbus, Ohio; M. T. Dillen, Indianapolis, Ind.; S. W. Strong, Urbana, Ill.; Geo. A. Wells, Des Moines, Iowa; E. J. Smiley, Topeka, Kan.

The St. Louis delegation was known by their handsome badges. There came from that market: Bert Ball, John Dower, C. F. Beardsley, F. E.

Eichler, Geo. F. Powell, James A. Connor, H. T. Young, U. L. Moffitt.

The Toledo delegation included Fred Mayer, David Anderson, A. W. Gratop, E. H. Culver, M. N. Mennel, H. L. Goemann, E. L. Southworth, J. F. Wickenhiser, Jas. E. Hodge, H. D. Raddatz.

Along with President A. G. Tyng, there came from Peoria: L. H. Murray, C. C. Miles, J. C. Miles, E. S. McClure, W. T. Corneleson, J. H. Ridge, D. R. Hargrave, T. J. Pursley, Geo. Brier, T. A. Grier.

The New York market was represented by L. A. Morey, L. W. Forbell, C. C. Ramey, Jas. H. Bourne, Chas. Folcke, A. E. Field, Edward Beatty, Jas. Simpson, E. W. Elkins.

There was a strong delegation from the Corn Exchange of Buffalo, including: R. E. Pratt, T. J. Stofer, F. L. McLellan, R. W. Searle, M. Purcell, S. E. Provoost, J. A. Seymour, Jr., Nesbit Gramier, A. E. Reynolds, H. T. Burns, Alfred Anderson, Fred

F. G. Coe, A. E. Wood, M. C. Hobart, P. H. Schifflin, J. D. Stacy, F. M. Baker, A. Gerstenberg, Chas. L. Griesemer, D. L. Lasier, S. T. Edwards, Richard Gambrill, C. Kuhn, Arthur F. Bliss, Harvey S. Williams, Edward Hymers, C. E. Scarritt, J. K. Hooper, Wm. Roovaart, S. P. Arnot, J. C. Murray, E. A. Biggs, A. Stamford White.

A number of well known men in the machinery trade attended the convention. They included C. G. Hammond, S. J. McTiernan, F. M. Smith, A. S. Garman and W. K. Miller of Huntley Mfg. Co., Silver Creek, N. Y.; J. H. Pank with Invincible Grain Cleaner Co., Silver Creek, N. Y.; J. P. Johnson and "Baby" Bliss with National Automatic Scale Co., Bloomington, Ill.; William Watson with S. Howes Co., Silver Creek, N. Y.; H. H. Moyer of Richmond Mfg. Co., Lockport, N. Y.; G. T. Burrell of Burrell Engineering & Construction Co., Chicago, Ill.; Joe Luger with Fairbanks-Morse & Co., Chicago, Ill.;

Myers, St. Paris, Ohio; C. S. Bollinger, St. Paris, Ohio; C. R. Mitchell, Ashmore, Ohio; G. D. Stauffer, Napanee, Ind.; M. R. Tankersley, Champaign, Ill.; T. G. Casley, Decatur, Ill.; E. I. King, Logan, Kans.; Hugh Murray, Goodland, Ind.; R. F. Cummings, Clifton, Ill.; M. L. Conley, Frankfort, Ind.; Wm. Donlin, Delphi, Ind.; H. S. Antrim, Cairo, Ill.; T. J. Ryan, Delphi, Ind.; L. W. Wheeler, Fort Dodge, Iowa; Robt. Bell, LaFayette, Ind.; C. W. Peterson, Grand Ridge, Ill.; J. C. Aydelott, Pekin, Ill.; F. T. Kelly, Sioux City, Iowa; D. M. Burner, New Holland, Ill.; W. J. Hollingsworth, Augusta, Ga.; M. B. Pratt, Frankfort, Ind.; V. C. Elmore, Ashland, Ill.; J. S. Hazelridge, Cambridge City, Ind.; B. A. Dean, Auburn, N. Y.; R. C. Baldwin, Bloomington, Ill.; Richard C. Roberts, Decatur, Ill.; P. E. Goodrich, Winchester, Ind.; Wm. Kleiss, Pesotum, Ill.; W. H. Wenzholz, Cicero, Ill.; W. H. Small, Evansville, Ind.; C. A. Dyer, Champaign, Ill.; A. D. Camp-



SCENE OF THE BOARD OF TRADE BANQUET TO THE GRAIN DEALERS' NATIONAL ASSOCIATION AT THE HOTEL LA SALLE.

E. Pond, Geo. J. Meyer, Joseph Kam, Christian Zwickel.

Chief grain inspectors were E. H. Culver, Toledo, Ohio; T. D. Thomas, Baltimore, Md.; Geo. F. Munson, Cincinnati, Ohio; Geo. D. Powell, Omaha, Neb.; F. W. Harrison, Detroit, Mich.; Alfred Anderson, Buffalo, N. Y.; H. C. Munn, Kansas City, Mo.; F. B. Tompkins, Peoria, Ill.; F. W. Eva, St. Paul, Minn.; J. E. Hinker, Cleveland, Ohio; W. S. Powell, Cairo, Ill.; D. R. Gorden, Kansas City, Kan.; Seth Catlin, Boston, Mass.; G. H. K. White, New York; W. Scott Cowan and Sam Smith, Chicago.

Chicago was represented at the convention by about all her cash grain houses. There were present, W. N. Eckhardt, Harry F. Todd, E. S. Williams, M. L. Vehon, P. S. Goodman, J. A. Waring, J. C. F. Merrill, R. T. Mitchell, F. Cheatle, H. R. Sawyer, Edward Plagge, Capt. I. P. Rumsey, W. M. Hirschy, B. L. Coon, Geo. S. Green, J. W. Rødford, M. J. Oliver, W. M. Christie, C. B. Phillips, O. N. Lederer, L. A. Lewellyn, George A. Plummer, F. A. Paddleford, H. Stanberry, J. H. Ashum, Edw. P. McKenna, J. A. Rodgers, E. M. Coombs, W. P. Anderson, F. C. Moran, Gordon Hannah, E. H. Young, P. O'Connor, W. D. Mumford, Harry G. Smith, John N. Weinand, Jno. H. Brooks, Hiram N. Sager, F. G. Ely, Sam Groff, G. S. Hutchinson, J. F. Dervall, F. G. Winter,

W. N. Goodman and W. B. Smith, representing Richardson Scale Co., of New York City; G. W. Christopher with Weller Mfg. Co., Chicago, Ill.

Grain Shippers who signed the register were: Harry Kaga, Camargo, Ill.; J. E. Collins, Garrett, Ill.; A. J. Quick, Atwood, Ill.; H. S. Grimes, Portsmouth, Ohio; T. A. Morrison, Frankfort, Ind.; C. M. Barlow, Kokomo, Ind.; J. C. Batchelor, Sharpsville, Ind.; E. A. Grubbs, Greenville, Ohio; A. D. Bleidt, Lexington, Ky.; Geo. D. Montelius, Piper City, Ill.; H. I. Baldwin, Decatur, Ill.; W. P. Foote, Sadorus, Ill.; Harry W. Kress, Piqua, Ohio; J. W. Simmons, Pemberton, Ohio; H. E. Halliday, Cairo, Ill.; M. W. Miller, Piqua, Ohio; Jacob Hauss, Wapakoneta, Ohio; B. A. Lockwood, Des Moines, Iowa; E. A. Feight, Frankton, Ind.; J. A. Shaw, Jett, Ky.; Paul G. Fryer, San Jose, Ill.; Earl C. Bear, Hicksville, Ohio; S. K. Rankert, Plymouth, Ind.; Willis E. Sheldon, Jackson, Mich.; W. S. Van Natta, Jr., Fowler, Ind.; Edward C. Bassel, Clarksburg, W. Va.; E. Peppus, Fairmont, W. Va.; A. Fleming, Fairmont, W. Va.; C. A. Burks, Decatur, Ill.; J. L. Doering, Antwerp, Ohio; R. J. Riddle, Nashville, Tenn.; L. P. Cook, Memphis, Tenn.; Dan Joseph, Columbus, Ga.; E. M. Wayne, Delavan, Ill.; Jno. W. Prather, Williamsville, Ill.; G. W. Jay, St. Marys, Ohio; W. B. Foresman, LaFayette, Ind.; J. H.

bell, Peoria, Ill.; T. W. Swift, Battle Creek, Mich.; H. H. Deam, Bluffton, Ind.; Chas. Ballard, Jr., Louisville, Ky.; J. H. Lloyd, Springfield, Ill.; E. M. Crowe, Piqua, Ohio; D. E. Maxwell, Kirby, Ohio; O. K. Morrison, South English, Iowa; C. G. Egly, Berne, Ind.; H. E. O'Bryan, Owensboro, Ky.; T. C. Crabbs, Crawfordsville, Ind.; D. G. Miller, Piqua, Ohio; F. R. Pence, Pence, Ind.; C. F. Barnhouse, Upper Sandusky, Ohio; Wm. Frank, Frankfort, Ind.; W. N. and Cloyd Loughry, Monticello, Ind.; I. C. Jackson, Cedar Rapids, Iowa; Geo. P. Bissel, Central City, Neb.; C. E. Noyes, Jackson, Mich.; J. J. Overmyer, Kouts, Ind.; O. A. Talbott, Keokuk, Iowa; Lewis Sloan, Grelton, Ohio; L. R. Watts, Loudon, Ohio; E. Stritmatter, Columbus, Ohio; Fred B. Fox, Tipton, Ind.; J. P. Allen, Sullivan, Ind.; W. A. Dull, Willshire, Ohio; Harry H. Bingham, Louisville, Ky.; K. T. Clayton, Grayville, Ill.; Cary Jackson, Rushville, Ind.; A. E. Waltz, New Palestine, Ind.; E. R. Risser, Vaughnsville, Ohio; Bert Parker, Tuscola, Ill.; Wm. Mark, Vaughnsville, Ohio; John K. Segrave, Litchfield, Ill.; H. C. Clark, Argenta, Ill.; John B. Yeager, Wilkes-Barre, Pa.; J. M. Frenholm, Memphis, Tenn.; J. M. Kearpy, Stanford, Ill.; C. B. Seldomridge, Lincoln, Neb.; W. T. McCray, Kentland, Ind.; A. Morehouse, Glidden, Iowa; W. H. Jackson, Genoa, Ill.; W. S. Richey, Tipton, Ind.;

A. D. Washburn, Kentland, Ind.; R. A. McClelland, Dwight, Ill.; H. Hagama, Holcomb, Ill.; F. M. Powell, Tuscola, Ill.; E. A. Brown, LaVerne, Minn.; E. L. Coyle, Gridley, Ill.; L. L. Harrison, Dwight, Ill.; R. T. Barton, Jamaica, Ill.; Harry Allen, Broadlands, Ill.; Wm. Werner, Beecher, Ill.; W. A. Werner Valparaiso, Ind.; Ed. Burt, Shannon, Ill.; R. A. Kuhn, Argos, Ind.; R. Hazenwinkle, Bloomington, Ill.; J. V. Pape, Fowler, Ind.; E. H. Claudon, Ludlow, Ill.; Wm. Simmons, Kentland, Ind.; G. B. Hager, Dwight, Ill.; M. J. Hogan, Seneca, Ill.; S.

GOOD SEED PROPAGANDA.

In response to a call by Manning W. Cochrane of St. Louis, chairman of the committee on seed improvement of the Council of North American Grain Exchanges, a meeting, under the auspices of that committee, was held at the Hotel LaSalle, Chicago, on October 11, the purpose of which was to outline a general plan to locate good seed grain to supply to those who require it.

J. C. Murray of Chicago was selected* as chair-

some of them, I hope, with suggestions as to what the grain exchanges and the delegates of the grain exchanges can do. With due respect to other state institutions and railroads operating in other states, it can be said that Iowa has progressed further in the matter of seed production than any other state. Their work in the past two or three years has stood out prominently and good results have been obtained. However, as even our Iowa friends will agree with me, we have merely scratched the surface and there is room for continual development in Iowa in great proportion to what has already been done. It is, I believe, the plan of Mr. Cochrane, as outlined in his call, to bring the delegates together, so that they might receive the benefit of the work that has been done and follow out the same lines in their own states, taking into consideration the local conditions in their state, as compared with other states. In other words, the same kind of seed work in Iowa might not apply in Missouri and for that reason delegates have been appointed from different parts of the country.

Mark A. Carleton: It seems to me we are here to get together and get the judgments and opinions of men from different lines of work as to how we can best not only improve seed corn, but get it in the hands of the farmer. So, it seems to me, we do not want to go over the ground to tell what we have done, so much as to talk over with each other what we are going to do; and I would like to say right here, I have seen some statements in the papers from which it might be inferred that the Department of Agriculture has not been doing much in this line. There could not be anything farther from the truth. In fact, a great deal of the preparation for the Agricultural Department, so far as seed is concerned, is upon the making of better seed.

The way in which we have been doing that, or trying to do it, for it is rather a difficult proposi-



S. W. STRONG, M. PURCELL, F. E. POND, H. I. BALDWIN.

Maugus, Lincoln, Ill.; Geo. L. Merritt, Rossville, Ind.; C. T. Johnston, Sibley, Ill.; J. Q. Puffer, Chatsworth, Ill.; B. S. Williams, Sheffield, Ill.; J. M. Coup, Saginaw, Mich.; J. F. Wallace, Forest, Ill.; C. E. Grave, Ogden, Ill.; L. G. Vincent, Odell, Ill.; Geo. W. Cole, Bushnell, Ill.; O. M. Friend, Hannibal, Mo.; J. P. Sledge, Champaign, Ill.; Frank Strenge, Frankfort, Ind.; C. E. Davis, Arthur, Ill.; Geo. L. Hight, Macon, Ill.; A. L. Hardin, Charleston, Ill.; C. Cunningham, Plymouth, Ind.; Tom Abrams, Tuscola, Ill.; Geo. Clark, Portland, Oregon; Jas. Inkster, Herscher, Ill.; B. H. McFadden, Havana, Ill.; W. C. Adams, Decorah, Iowa; F. W. Hancock, Des Moines, Iowa; Wm. Schumacher, Elwood, Ill.; Wm. S. Rowe, Grand Rapids, Mich.; Frank Evans, Decatur, Ill.; A. P. Watkins, Lincoln, Ind.; Otis M. Berthold, Mattoon, Ill.; Eugene Comstock, Herscher, Ill.; LeRoy Urmston, Tipton, Ind.; W. F. Morgan, Des Moines, Iowa; A. E. Reynolds, Crawfordsville, Ind.; C. L. Pears, Buchanan, Mich.; W. S. Richey, Tipton, Ind.; Harry Allen, Broadlands, Ill.

MEETING OF CHIEF GRAIN INSPECTORS' NATIONAL ASSOCIATION.

At a meeting of the Chief Grain Inspectors' National Association held at LaSalle Hotel on Wednesday, Edward H. Culver of Toledo, was re-elected president of the association for the coming year. S. D. Thomas of Baltimore was elected vice-president and Albert Anderson of Buffalo, secretary-treasurer. The subject of uniform grade rules was discussed very thoroughly and comments were made unfavorable to government inspection of grain.

The Grain Dealers' National Association was invited to appoint a supervising inspector who should visit and investigate the systems of inspection at the various markets of the country and report back to the organization.

It was agreed that every chief inspector represented at the meeting not only invited such investigation but would assist the person selected by the National Association in every way to make a thorough study of the modes and systems governing at his market.

The Philippine hay contract was let by the Government at Portland, Ore., on September 19, to W. A. Miller of San Francisco, for 10,000 tons of grain hay at \$1.04 per cwt. at San Francisco.

man, while Bert Ball of St. Louis acted as secretary.

There were present at the meeting the following gentlemen:

From the U. S. Agricultural Department, M. A. Carleton, Cerealist, and J. D. Shanahan, chief of the Bureau of Grain Standardization.

From State Experiment Stations, F. H. Demaree, Missouri, and L. H. Smith, Illinois.

Representing Railroads, Geo. B. Haynes, C., M. & St. P.; C. B. Schmidt and Hal S. Ray, the Rock Island; J. D. McNamara, the Wabash; Wm. Borner, the Pennsylvania; B. H. Dalley, the Vandalia, and E. A. Howard, the C., B. & Q. and Great Northern.

From the Millers' National Federation, A. L. Goetzmann, Secy.

Seedsmen, C. F. Beardsley, St. Louis; Geo. S. Green, Chicago; L. C. Brown, LaGrange; Chas. D. Boyles, Chicago.

From industrial houses interested in grain, James C. Murray, Quaker Oats Co.; J. E. Buck, International Harvester Co.; S. J. McTiernan and A. S. Garuan, Huntley Mfg. Co.

From the German Government, Dr. Nikola Kammann, Imperial German Agricultural Commissioner, Berlin, and Herr Quedefeld, of the German Embassy, Washington.

Representing boards of trade, S. P. Arnot, Chicago B. of T.; James Bradley, President C. N. A. G. E.; Chas. C. Ramey, New York Produce Exchange; J. C. Vincent, Baltimore Chamber of Commerce; E. D. Bigelow, Kansas City B. of T.; N. L. Moffit and Bert Ball, St. Louis Merchants' Exchange; Henry L. Goemann, Toledo Produce Exchange; P. P. Donahue, Milwaukee Chamber of Commerce; F. S. Cowgill, Omaha Grain Exchange; and Mr. McFarland, Chicago Board of Trade.

From the state grain associations, S. W. Stroug, Illinois; E. J. Smiley, Kansas; Geo. A. Wells, Western (Iowa).

The Press, J. Ralph Pickell, National Hay and Grain Reporter; Mr. Rossing, Grain Dealers' Journal; Howard Vaughn, Prairie Farmer; E. H. Eichler, Modern Miller; C. H. Challen, Northwestern Miller; the Chicago Tribune, and John E. Bacon, "American Elevator and Grain Trade."

THE PROCEEDINGS.

J. C. Murray: We have been fortunate in getting a very excellent delegation here, a great many representatives of organizations entirely apart from the grain business, and we are going to hear from



TWO "HOOSIERS."

tion is this: we have first looked to see if we have the best seed in our different divisions and where we have found it possible to introduce harder seeds. Anyone can see it is a waste of time and money to try to improve something that is already away behind something which can be got-

ten somewhere else. So at first we began a number of years ago, about fifteen years, I think, doing work in this line, and the experimental stations have done some of it. In special lines we have been working along the increased hardness of winter cereals. The winter wheat of Kansas and Nebraska, add more to the total than the spring wheats and at the same time bring more money. The effort has been to increase the scope of the winter wheats, simply for that reason. Winter wheats are firm and escape pestilence, so we have introduced hardier strains of winter wheats, oats, etc. Kharkof wheat is a very hard winter wheat, which has enabled the farmer in the Middle West to use an area, where it was not possible to get winter wheats. These things have allowed the farmer to get eight or ten bus., or at least five bus., more to the acre, by increasing the hardier wheats, where spring wheats have been grown and it is a great step. It is entirely independent of breeding.

In California in recent years hardier wheats have been introduced there. California does not produce enough wheat to satisfy her own needs, because largely of the fact that they have been drawing wheats from one point. California raises annually several million bushels of wheat, which they mix with other wheats to give proper strength to the flour. Then there is the question of keeping these grains, as they were when they were introduced, or if possible to make them better.

It is a question of breeding and improving the grades we have. I think that is largely what most of you have in mind today, that is to improve the grains that we have. At any rate, when we improve the grain the farmers bring to the elevators, it will be a great step. They don't stop at simply making improvements, but I think that is what we all have in mind. In the first place, a great deal of work needs to be done and we just recently started that in our Department as well as in experimental stations, and that is a very simple matter, but the maintenance of pure types of these grains is another thing. In case of corn, there is no pure breed stock in the United States, which can be pointed out. From those that have been produced in this country, you cannot point out a distinct variety of wheat, oats or barley. They are mixed. If you get a small quantity in your hand and look through it, if you are a wheat expert, you will find half a dozen different things, showing that we simply have mixtures. That one thing of purifying these grains and keeping pure types will be a great step. If we should all keep our wheat as good as it is and make pure types and increase the pure types, that would be a great step in advance. Where we have found a great difficulty is, when we get some good stock of wheat or oats, how are we going to keep it and how are we going to get it in the hands of the farmers and keep it in the hands of the farmers?

Several years ago we introduced a wheat, called fractus into California. It is a wheat that would not be of any use in other parts of the United States and appears to be well received by millers in that state. This wheat was introduced about ten years ago, but we have only found recently, in the last two years, that it is really a good wheat, worth distributing among the farmers; but in the meantime, the California Experiment Station received from the Department of Agriculture fifteen bushels and increased it every year, until now you can find 1,000 bus. It is the belief, however, that it interfered with the work and the cereals of other states and is absolutely a bad mixture. So there is a good example of what we are working against.

Geo. A. Wells: Our experience in Iowa is, there are two lines of work. First, the college or scientific school and then there is the point of awakening. It means enthusiasm to wake the farmers up to do something they know very well how to do, but neglect. I think it was in 1903 that we organized the first seed corn special train and in 1904 I came to Chicago and arranged with the managers of different Iowa roads to provide the equipment and allow me to make up the schedule to cover the

state. That year we travelled 10,000 miles in the seed corn special train and delivered 1,100 lectures, made 700 station stops and had a total attendance of 150,000 farmers. We have run special seed trains in Iowa for several years, the last one was four years ago. In conducting that seed corn special train work, with our three simple slogans, we found twenty or thirty things that the farmer knew how to do, but they had to be aroused to do them. There is no question that the grain trade can do a great deal in promoting their work, and not only encourage but induce the experimental stations to get into the game. We have one of the leading Agricultural Colleges in Iowa, but they are not giving the attention to the small grain crops they should. They are neglecting it. The College is in the hands of the Agricultural Department and we are not feeling very pleasant about it. They have one of the largest farms of any agricultural college, about 30 acres, for experimental stations, and it is like a forest of land.

The grain trade can do a great deal to encourage and carry on the line of special work, like Professor Hayes in Minnesota. I spent an afternoon with Mr. Hayes, in his wheat experimental work and I discovered that he was an enthusiast. It was about that time Professor Holden came to Iowa and we were considering this same question. Professor Holden was not very much in favor of that kind of work. However, we went ahead and I believe that action should be taken to awaken the farmers to do some things they don't do. We found farmers who were actually raising 60 to 80 bus. per acre, when the average was only 35. I believe the general influence of the grain trade in all its phases is a great thing and will lead to bringing about some arrangements that will be a working proposition for everybody concerned.

The distribution of the seed corn is a hard proposition on account of its getting mixed. A good grain dealer ought to make it his business to locate a few farmers in his vicinity who are raising good grain. It is a practical thing, that a man on one side of the road will raise the poor stuff, when his neighbor will raise good stuff, with an excellent quality. I understand that the winter wheat at Kansas is raised profitably in other states and the Kansas winter wheat should be distributed among the farmers. The experimental and Government departments are perfectly willing to furnish information, if that is a practical thing to do. Our experimental station in Iowa has not been able to give us any information. We have men in Iowa who say, before oats may be raised on a farm in Iowa, you have to run the seed through two or three years.

S. W. Strong: For the last five years I have represented our association in experimental work at agricultural colleges and have followed the lines suggested by Mr. Wells. We have had the seed corn trains run through the state under the Agricultural College authorities and we have also I think about twenty-seven experiment stations. The grain dealers have been clamoring at the legislature of Illinois, trying to establish an experimental station in every county in the state, and while we get a little more money and a little more help, we have not gotten to the point, which we would like. There is no better way to reach the farmer than through the elevator, and one thing that would be advisable would be to have some placard, easily read, nailed up in every grain dealer's office.

My list covers 1,200 elevator men in Illinois and most of them have a good many things in the line of this work. We have some seed corn raised in Illinois, about 25,000 bushels having been raised, and our Agricultural College has made itself felt in Illinois. It is shown from the statistics of Illinois that the yields of all cereals have been increased in the years since the experimental work was begun. A good part of the work has been done in southern Illinois. Up to a number of years ago they had a corn show in Illinois, where specimens of grain were exhibited from all over the state, and some years ago we took up the matter of oats and induced its Agricultural College to offer a prize for better oats, and last year we had a fine exhibition

of oats. This year we added wheat, and next January we will have a nice wheat exhibition and the second corn exhibit. I do not know of any better method that has been adopted for the man who has seed oats and good seed corn to have the trade advised of it, without expense than by notifying me and we endeavor to do what we can.

The association will be glad to work along any line for the betterment of seed. When the farmer gets a good seed he puts on the tariff and if he doesn't get the tariff he will sell it to the elevator. This was very forcibly illustrated two years ago, when seed corn was so bad. A party was at dinner and talking about seed corn. The seed corn was worth \$2 per bushel. One lady said, "Why don't all the farmers raise seed corn and get \$2 a bushel?" Everybody laughed. If everybody got to raising seed corn, it would not be worth \$2 per bushel.

Dr. Smith of Illinois said there were the different types of conditions to be considered and met.

Prof. Demaree of Missouri gave many instances showing the favorable influence of big seeds on yield. He said farmers can dispose of and obtain good seed of him at Columbia. His station has lined up the best corn varieties for each section of the state, but the trouble is to arouse the country to the need of improvement.

E. D. Bigelow: This organization should recommend Professor Demaree be offered a salary anywhere from \$5,000 to \$10,000 to work along these lines and travel in the Central West. It is the best expenditure we could make.

Mr. McNamara: We offer \$50 prizes, covering the expense of a short term course in 18 counties. We got letters from the 18 men and they are all highly pleased. Get the farmers interested in the agricultural colleges and let them see what they are trying to do. Let them see what they are accomplishing and great results are bound to ensue. The country newspapers are willing to print anything about seed and some things written by the grain papers and it is spread all over the land.

Mr. McFarland: I know of no better work the grain exchanges can do than to get a good sized committee to attend one of these short courses and the railroads would no doubt furnish the transportation and go and see it and get into the game. For the last five years I have been interested in this work and we ought to get some money for this work.

Mr. Ray: What we are doing is purely of a co-operative nature. We are interested in better agriculture, in pure seeds. We are interested in pure seed strains, in better farm management, in better tilling of the soil, which has to do with producing the greatest return per dollar expended on the part of the farmer. We find it of much assistance to co-operate in the closest way with the agricultural college.

Mr. Buck: We have just started in this work ourselves and I am here this afternoon more to receive suggestions than anything else. We understand, of course, proper tillage without proper seed does not amount to much and we stand ready to co-operate with you gentlemen in doing anything we can to further this work. It occurs to me, we might be of some assistance in distributing your information. We have quite a large mailing list and if we can do anything in getting this information into the hands of the farmers, we shall be glad to help you. We stand ready to receive suggestions from you along any lines that you think can be of assistance to you. We have Professor Wagner with us today and he is devoting his time to this work.

Mr. Green (Illinois Seed Co.): I have been in the business for about 30 years and the fact that I know so little about seeds, especially seeds of cereals, is one of the discouraging things about my things. We don't get the business there should be in furnishing seeds of cereals, wheat, corn and oats. It may be because we don't know much about them. We have not been in close touch with the experimental stations, but there has not been up to the present time any widespread demand for good seed in the cereals. If you get a hold of some-

thing good, you are at a loss to know how to get rid of it.

Mr. Vaughn (Prairie Farmer): I have been interested in the production of seeds as everyone else here. We are here to assist in the publication and making public of anything you may wish and anything else we can do. We are connected more with the making known to the farmers this seed problem than we are with the seed itself.

Chas. C. Ramey: Mr. Pfarrus came to me a few days ago and impressed upon me the great importance of the meeting of this seed committee and asked me to attend it in the interests of the Produce Exchange and to tell you first and foremost that the Exchange and all the members of it stand ready to lend a helping hand to this committee and this Council of Grain Exchanges to further the work in which you are engaged. I realize the importance of good seed down in New York, as you do here. We are interested in raising large crops in this country, and I think the best method that presents itself at the present time is to get the good seed that is raised in this country before the farmer at the least possible cost to him and in the most expeditious manner. I believe that you people are interested in this to have the different elevator people select out the very best strains of grain they have for sale and have the millers select out the grain that is offered to them for purchase and have them make an exchange with the farmers in their community to bring them in their grain for sale, bushel for bushel, or at a slight premium in advance. That I believe is the best way of starting this thing and if we have to follow it up by importing grain from other countries, we will, and that will come in time, but let us do with what we have now as well as we can.

J. Collin Vincent: As I understand the Professor, there are corn breeders' associations. Up to about four years ago, we had a seed corn breeders' association. They came to the Chamber of Commerce to find out if they could not get a donation from the Chamber of Commerce for premiums on seed corn for the exhibition to be held in conjunction with the horticulture show. It was composed mainly of farmers. A few of them had taken up the question of seed breeding and naturally they were interested in seed. We put it to these farmers, they were doing a good work as farmers, but why were they only exhibiting corn. We said we were willing to give them a certain amount of money for premiums, providing half of it went to wheat, also providing they would change the scope of their association and change their name and this became a feature in Maryland, not only for corn but wheat, oats, etc. We have been sustaining them every year. Next year we will have a show and the samples exhibited will be theirs. Mr. Carleton referred to the fact of keeping the wheat separate. The main thing is to get the farmer interested enough to do it. In regard to the experimental trains. We have these in Maryland, the B. & O., the Western Indiana and the Pennsylvania. I want to emphasize the question of using the associations for getting pure seed and finding out where the seed is, and I think they can be of much assistance, in conjunction with the experimental stations, which I think are in every state and every section of the state. Then with regard to advertising, I have had a little experience. It must be news items and something the newspapers will take. You will find nine out of ten of the country newspapers are very glad to get something to fill up. They buy reading matter and keep one page to fill in with local matters. I have been able to help them out myself and in that way if you get this matter before these country papers there will be no difficulty in getting it before the people.

Sec'y Bigelow: Our Exchange this last season held in connection with the Manhattan College and Millers' Association raised a purse of money to enable the Manhattan College to put out men in the field. The Professor here no doubt can tell us what that work in the field is. We have had a great deal of trouble in the years past with wheat mixed with rye. These men that are sent out experimenting take a certain amount of a section of

the state, examine the fields while the wheat is growing. They select the best and keep a record of it. They go over it, I do not know how many times. But they keep close watch on these growing fields. They see the wheat when it is produced. They furnish us and furnish the trade generally and the farmers a list of names and stations where the best wheat was raised and where it could be produced. The work done by the men of the experiment stations is of prime importance, but they cannot go on doing this, unless you can create the demand. So create the demand and the goods will be furnished.

Mr. Boyles (Albert Dickinson Co.): One point we might take up. The professors and agricultural colleges send out lots of pure seed. These farmers get a bushel or two, whatever it may be, and when it goes into their hands the breed is lost. They bring it into the local elevator and he brings it into the market. There may be a neighbor here that buys it. The bulk of the high quality is lost. I would suggest to the grain dealers that the local grain dealer pay a premium for it and if he will send a sample of it into the Albert Dickinson Co. and say what it is and vouch for it, we will be glad to pay him a premium and pay more than he paid and we will help to do our part and it seems there is a movement that is lost. The thing is to get the farmer or grain dealer to pay a premium for high-grade grain. Take your Eastern grain men. If they want a bushel of seed oats they will pay us 2c. premium.

Mr. Carleton: There are two things I would suggest. We have not heard from two states. I believe we can gain a great deal by following the example of two states; first Kansas and then Wisconsin. I believe Kansas is not only recognized as the greatest wheat state in the Union, but I believe it has gone farthest to show how good wheat can be distributed within every state. A number of years ago a professor fell right in line with a number of valuable varieties of wheat, including a Karhoff, which I introduced in 1900, something like Turkey, only a little harder. We introduced a seed from Berlin. Karhof was found better. It sold for something like \$1 or more and we found no trouble in selling it, not only the wheat but the oats, barley and other things. A farmer will more likely take a thing he has to pay a little bit more for. We usually send our wheat to the experimental stations and let them sell it. I know where you can get 1,000,000 bushels of good seed wheat in a few counties.

Mr. Murray: Has the Government given due consideration to the importation of seed, free from duty, to allow people interested in the seed business, especially for that purpose?

Mr. Carleton: That should be done, but the matter has been taken up and it is impossible to do it except by an act of Congress.

After further discussion the meeting adjourned sine die.

BIG YIELDS OF OATS.

The returns were not all in in time for last month's record of big yields of oats per acre, and a few may be added to those reported on page 137, to-wit: J. Attig, near Livermore, Ia., 104 bus.; Peter Klein, same neighborhood, 94 bus.; J. D. Crowthers, Erie County, Pa., 70 bus. on 50 acres; Geo. Pullman, near Marathon, Ia., 66 bus. and Thos. Roberts, 84 bus.; Evan Donly, Clay Center, Kan., 77 bus., and Mr. Hahn, a neighbor, 93 bus.; Wm. McDermott, of Titonka, near Algoma, Ia., 91 bus., and Wm. Doege, of Buffalo Tp., 75 bus.; Jos. Moody, of Washington Tp., near Ackley, Ia., 105 bus. or 82 bus. by measure.

Chas. Barnig, Inc., New York, is a new company with capital stock of \$100,000 to "gather and sell information" about the stock, grain and cotton markets.

Table inspection of grain has been decided against by Inspector Gordon of Kansas because his department can legally maintain no office in Kansas City, Missouri.

[For the Illinois Grain Dealers' Association.]

SOIL IMPROVEMENT AND THE GRAIN DEALERS' RESPONSIBILITY.

BY CYRIL G. HOPKINS.*
University of Illinois.

I am sure I need offer no apology to this body of men if, in brief terms, I lay before you the essential science of permanent agriculture.

THE ESSENTIAL SCIENCE OF PERMANENT AGRICULTURE.

Of course, I need not dwell upon the fact that careful seed selection, surface and sub-drainage, thorough tillage, and indeed every good practice in the art of agriculture, should be continued and even improved upon if possible; and we may dismiss at once the one idea most commonly advanced, that to maintain the fertility of the soil the farmer should feed all his crops, together with more or less purchased foodstuffs, and return all the manure produced to his own land. Live stock destroy from 80 to 90 per cent of the food value of the grain they consume. In other words, the food value of a bushel of grain is from five to ten times as great as the food value of the meat or milk that can be produced by feeding the grain to live stock; and the corn or wheat produced by plowing under a ton of clover may sometimes be worth more than the meat and manure produced by feeding it. The decision by the individual between live-stock farming and grain farming should be based upon preference and profit rather than upon the erroneous teaching that farm manure is either essential or sufficient to the maintenance of soil fertility in this country. We eat meat if we can afford it; if not, we boycott it. Bread is the staff of life. Grain as well as meat is sold, and must be sold, from the farm; and the productive power of the land must be maintained in grain farming as well as in live-stock farming, or poverty is the only future for this great country.

SIX ESSENTIAL POSITIVE FACTORS.

There are six essential positive factors in crop production: The seed, the soil, heat, light moisture, and plant food. The American people give much thought to the selection of good seed; the soil is well prepared and well tilled; and the heat, light and moisture are usually well provided by our favorable climate; and if the soil is properly drained and well cultivated, the moisture and soil temperature are controlled as far as practicable; thus, five of these factors are commonly provided in a fair degree of abundance or perfection; but the sixth essential factor, that of plant food, is ignored, misunderstood or neglected, not only by the farmers and land owners, but even by our own Federal Bureau of Soils, notwithstanding the fact that food for plants is just as important as food for animals.

There are ten essential elements of plant food. Five of these are provided by nature in abundance; namely, carbon and oxygen, secured by the growing plant directly from the air in the carbon dioxide taken in through the leaf pores; hydrogen from water absorbed by the plant roots; iron, required by crops in small amount and furnished by all soils in inexhaustible quantities; and sulphur, which is supplied by soil and rain in sufficient abundance to meet the meager requirements of the crops. The remaining five elements are nitrogen, phosphorus, calcium, magnesium and potassium. The supply and liberation of these five essential elements of plant food constitute the foundation of permanent agriculture on all normal cultivable soils in humid sections.

One of these elements, nitrogen, exists in the atmosphere in absolutely inexhaustible amount; and for general farming it can be secured from the air most economically by the growing of legume crops, which by means of the symbiotic root-tubercle bacteria have power to utilize the free nitrogen of the air; and, if these crops are plowed under, either directly or in farm manure, the soil nitrogen is thus increased and at the same time additional organic matter is supplied, which improves the tilth, facilitates tillage, increases porosity and the ab-

*An address read before the Illinois Grain Dealers' Association at Decatur, June 8, 1910. Continued from the August number at page 67.

sorbent and water-holding power of the soil, and which as it decays in the soil helps to liberate or make available the other four important elements requiring consideration. From this abundant source, nitrogen should thus be added to the soil to meet the quantitative requirements of all non-leguminous crops; but the fact is, that very considerable portions of our depleted lands remain unproductive because of the practical exhaustion of the soil's supply of nitrogen and organic matter.

The four other elements are contained only in the soil or earth, and one of these phosphorus, is in a class by itself, because the normal soil contains so little and the staple crops require so much that the yields of all crops, including legumes, are often limited because the amount of phosphorus that can be liberated from the meager supply in the soil is inadequate to meet the needs of large crops. Yet this is the element of which we permit the annual exportation of more than twice the quantity required for the total wheat crop of the United States. For every five dollars of foreign money that we now receive at our phosphate mines this exported material would be worth at least a thousand dollars to our own children for the production of wheat.

Most soils contain very considerable amounts of calcium and magnesium; but as the organic matter has a value aside from the nitrogen it contains, so limestone has a value for correcting soil acidity aside from the calcium or magnesium which it contains. To help one to understand the easy solution of this phase of the problem, I need only to mention that there are millions of tons of dolomitic limestone now lying on the banks of the Chicago Drainage Canal, carrying both magnesium and calcium and the power to correct soil acidity, and that practically inexhaustible deposits of both calcium and magensian limestones are found in almost every state.

This leaves only the element potassium for further consideration, and all will be glad to know that the plowed soil of an acre of the common lands of the corn belt contains sufficient potassium for forty bushels of wheat per acre every year for more than two thousand years, and the subsoil is still richer. In fact, there is as much potassium in this soil, ton for ton, as there is in the most common commercial fertilizers.

CONDITION OF WORN-OUT HILL LANDS.

We may well emphasize the fact that worn hill lands are often well supplied with all of the essential mineral elements and require only the addition of organic matter and nitrogen to restore their productiveness and where such soils are subject to moderate surface washing and are thus renewed from subsoils rich in mineral plant food, they can be permanently maintained in moderate productive power by the intelligent use of legume crops and occasional application of limestone where needed.

We need not forget that there are some abnormal soils, such as, for example, the true hardpan lands, soils with light, gummy clay subsoils, and other physically imperfect soils; the extensive areas of peaty swamp land and some sand lands, both of which are extremely deficient in the element potassium; and also the phosphatic limestone soils of the central basin of Tennessee and the blue grass region of Kentucky, which are abnormally rich in phosphorus; but, as a rule, the normal soils of the United States differ in productive power as they differ in composition with respect to phosphorus, organic matter with its nitrogen content, and limestone with its power to correct soil acidity; and its supply of calcium and magnesium; and the greatest immediate need in this country is for more general intelligence among people of influence concerning the principles which must underlie systems of permanent agriculture, the only foundation upon which the prosperity of the state and nation can be maintained.

FACTORS OPPOSING SCIENTIFIC AGRICULTURE.

There are two powerful factors operating against the success of an organized movement toward the adoption of permanent profitable systems of agriculture in America. One of these factors is the almost universal practice among farmers whereby

their produce and their profits are largely at the expense of the actual invoice of plant food in their soils. Traditionally, American farming is in effect a mining enterprise in which the fertility of the soil is converted into crops and animal products, sold for a profit on the labor involved, and carried off to the great population centers in this and other countries, leaving the soil that much poorer.

This traditional practice, like any other tradition, will linger long with the masses of men; and indeed, it has never yet been broken among the Aryan race, except in a few small countries like England and Denmark and in restricted areas near large cities, which are systematically enriched at the expense of the great agricultural countries.

To break this traditional practice before it is forever too late will require a great national movement, even if there were no other obstacles to be overcome; but a second powerful factor operating against the taking of proper and timely steps for the preservation of our fertility is the plainly erroneous teaching of the United States Bureau of Soils, backed by the prestige of the National government. In a word, the persistent teaching of the Federal Bureau of Soils is that soils cannot be worn out; that the supply of plant food in the soil is permanently maintained by natural processes without the intervention of man; and that the restoration of the fertility removed by crops is never necessary.

FALSE GOVERNMENT TEACHING.

The plain teaching of the United States Bureau of Soils is expressed in the following exact quotations:

(1) That practically all soils contain sufficient plant food for good crop yields, that this supply will be indefinitely maintained.—From Bureau of Soils Bulletin 22, page 64.

(2) The soil is the one indestructible, immutable asset that the nation possesses. It is the one resource that cannot be exhausted; that cannot be used up.—From Bureau of Soils Bulletin 55, page 66.

(3) The main cause of infertile soils, or the deterioration of soils, is the improper sanitary conditions originally present in the soil or arising from our injudicious culture and rotations of crops. It is, of course, exceedingly difficult to work out the principles which govern the proper rotation for any particular soil.—From Bureau of Soils Bulletin 55, page 78.

(4) From the modern conception of the nature and purpose of the soil it is evident that it cannot wear out, that so far as the mineral food is concerned it will continue automatically to supply adequate quantities of the mineral plant foods for crops.—From Bureau of Soils Bulletin 55, page 79.

(5) If the soils have sufficient food for the needs of plants and if this supply is constantly maintained, as I say, by the solution of these minerals in the soil, then what is the function of fertilizers?—From U. S. Farmers' Bulletin 257, page 13.

(6) Apparently these small amounts of fertilizers we add to the soil have their effect upon these toxic substances and render the soil sweet and more healthful for growing plants. We believe it is through this means that our fertilizers act rather than through the supplying of food to the plant.—From U. S. Farmers' Bulletin 257, page 20.

(7) I have attempted to show you the way I believe fertilizers act and the reason we use them. They are in a great many cases a ready means of purifying the soil. I think that is the way stable manure and green manures act.—From U. S. Farmers' Bulletin 257, page 21.

(8) There is another way in which the fertility of the soil can be maintained, viz., by arranging a system of rotation and growing each year a crop that is not injured by the excreta of the preceding crop.—From Farmers' Bulletin 257, page 21.

(9) As a national asset the soil is safe as a means of feeding mankind for untold ages to come. So far as our investigations show, the soil will not be exhausted of any one or all of its mineral plant food constituents. If the coal and iron give out, as it is predicted they will before long, the soil can be depended upon to furnish food, light, heat and habitation not only for the present population but for an enormously larger population than the world has at present.

Personally, I take a most hopeful view of the situation as respects the soil resources of our country and of the world at large. I cannot bring myself to believe that the discouraging reports that have been issued from time to time as to the threatened deterioration of our soils, as to the exhaustion of any particular element of fertility, will ever be realized.—From Bureau of Soils Bulletin 55, page 8.

These are all exact quotations from the published bulletins of the United States Department of Agriculture. They are the words of the chief of the Federal Bureau of Soils, published to the farmers of the United States, in the face of the fact that there are millions of acres of land in our own Eastern states already exhausted of nitrogen or phosphorus to the point of actual agricultural abandonment. But according to these doctrines the farmers and land owners are relieved of all responsibility of restoring to the soil any of the materials of which crops are made. And this is indeed a most pleasant doctrine, and highly acceptable, too, to that vast majority who concern themselves but little for the needs of the next generation.

On the other hand, if this doctrine is false—and it certainly is, if science is truth—then it is the most potent of all existing influences to prevent the proper care of our soils. Other people have ruined other lands; but in no other country has the powerful factor of government influence ever been used to encourage the farmers to ruin their lands. The possible enormous and irreparable damage of such erroneous teaching lies in the fact that if the present, most common agricultural practices are long continued, even our remaining supply of good land will ultimately be depleted beyond the point of possible self-redemption, thus repeating in the great Central West the history of our abandoned eastern lands.

Can we blame the farmers for continuing to wear out their lands when these are the widely promulgated teachings from the position of highest authority in this country? And this false teaching is the more condemnable because the most common soil type on the abandoned farm lands of southern Maryland near the city of Washington is found to contain only 160 pounds of phosphorus and 1,000 pounds of calcium in the plowed soil of an acre, while the richest black prairie soil of Illinois, with a value exceeding \$200 an acre, contains in the same stratum, more than 2,000 pounds of phosphorus and 40,000 of calcium. If all of the phosphorus and calcium contained in this worn-out Maryland soil were to be made available, it would be sufficient for less than ten such crops of clover as we raise on our best Illinois land.

[TO BE CONCLUDED.]

STRIKE AT PORTLAND.

The longshore grain handlers at Portland, Ore., went out on a strike on September 21, the men demanding 40c. per hour in place of 35c., and 60c. for overtime in place of 50c. The exporters of grain made a sort of fight against the demand; but as the Portland Flour Mills signed an agreement for the higher wage, the opposition to the demand collapsed. The schedule is the highest on the Pacific Coast, but it will not necessarily handicap exports, contrary to the newspaper reporters' predictions of ruin to the export trade.

Peter Kreutz, president of the Rubicon Malt and Grain Co., of Hartford, Wis., recently sold his interest in the company to the Hauser Bros., the other stockholders. The malt house has a capacity of 200,000 bushels and is worth about \$60,000.

A Johannesburg correspondent of the Cologne Gazette sends a glowing account of the agricultural developments of the Transvaal, which, he says, are proceeding at a rate not even dreamed of a couple of years ago. The barrenness of the soil, the sparse population, and the lack of transport facilities, appeared to present difficulties which would either prevent any great progress altogether or make it a question for the distant future. The rapid completion of the railway and the energy of young farmers with capital have completely changed the whole aspect of the country. Field after field of maize is now seen on land previously used only for winter pasturage. In a few years the eastern Transvaal and the northern portion of the Orange Free State will, it is asserted, be exporting hundreds of thousands of tons of maize. The western Transvaal and the eastern part of the Orange Free State are devoted chiefly to wheat cultivation.

[For the "American Elevator and Grain Trade."]

WAREHOUSE LAW: INCLUDING ESPECIALLY RECEIPTS AND SELLING OF STORED GRAIN.

BY J. L. ROSENBERGER.

Member of the Cook County Bar.

The Supreme Court of Idaho says that it was charged that the defendant in the case of State vs. Henzell, 107 Pacific Reporter, 67, while he was the manager of a warehouse, received certain grain for storage and receipted therefor, and that he thereafter sold and disposed of the said grain without the consent or authority of the holder of the warehouse receipt. He was tried, convicted and sentenced to serve a term in the state penitentiary. From that verdict and sentence defendant appealed.

It appeared that one Bywaters had delivered a quantity of barley at the warehouse and received from the defendant a receipt which, with the name of the warehouse company, place, date, and number read:

Received for storage from R. C. Bywaters 4,315 lbs. of sacked bly., Grade 1 feed, Condition subject to the following conditions: Loss or damage from fire, water, the elements, or unavoidable casualties at owner's risk. Storage 75c per ton, which shall carry the grain to December 31st following, and 10c per ton per month, or fractional part thereof, shall be charged thereafter until delivery is made. The makers of this receipt will not be responsible for weights or grades, except at the warehouse where issued, and parties purchasing grain stored under this receipt must have and accept same at said warehouse. All right of subrogation or recovery for loss or damage by fire, injury or otherwise, either against the (warehouse company), or the railway company upon whose land the buildings containing this grain is located, is by the acceptance of this receipt specially waived by the owners or holders thereof. Delivery will be made upon presentation of this receipt properly endorsed, and payment made of all charges. Delivery to be made in the order in which warehouse receipts are surrendered, and the (warehouse company) not to be held responsible for delay in delivery, caused by failure of the railway company to furnish cars. Sacks 50. Bushels 4,315. W. J. Henzell, Agent.

Dealing with the sufficiency of this receipt first, it is well to note that Section 1487 of the Revised Codes of Idaho prescribes the form in which warehouse receipts shall be made, and Section 1486 provides that:

It shall be the duty of every person keeping, controlling, managing or operating, as owner or agent or superintendent of any company or corporation, any warehouse, commission house, forwarding house, mill, wharf or other place where grain, flour, wool or other product is stored, to deliver to the owner of such grain, flour, wool or other product a warehouse receipt therefor, etc.

Section 1493, which provides the penalty for a violation of certain provisions of the statute, says: "Any person who shall violate any of the provisions of this chapter shall be guilty of a felony," etc. "This chapter," as used in the foregoing section, embraces Sections 1478 to and including 1493.

It was therefore as much a violation of the statute for the defendant to issue a warehouse receipt not in conformity with Sections 1486 and 1487 as it was for him to sell or dispose of the grain after having receipted for it. He was therefore in a rather embarrassing situation to urge the contention here that he issued a receipt not in conformity with the statute and which was not negotiable within the meaning of Section 1491. The latter section provides among other things as follows: "All checks or receipts given by any person operating any warehouse, commission house, forwarding house, mill, wharf or other place of storage for grain, flour, wool or other produce or commodity stored or deposited, and all bills of lading and transportation receipts of every kind, are hereby declared negotiable, and may be transferred by endorsement. . . ."

This question was dealt with by the Supreme Court of Indiana in *Miller vs. State*, 144 Ind., 43 N. E. 440. In that case the defendant contended that the receipt was not in conformity with the statute. The court disposed of the question in the following manner:

Counsel contend that this receipt is not in form such as required by the statute. If this were true, it would ill become appellant to try to take advantage of it. The statute required him to give the receipt and prescribed its form. If, then, the paper given by him was in acknowledgment of wheat received by him for storage in his warehouse, as indeed it shows on its face, and if the paper so given as a receipt should fail in any particular to conform to the requirements of the statute, that would be rather an aggravation of appellant's wrong than an excuse for it. He ought to have given his receipt as required by the statute, and should not be heard to complain of his own fault in the matter.

The observations of the Indiana court were applicable to the position taken by the defendant here. So long as it appeared that he actually gave a receipt for the grain, it would scarcely be competent for him to contend that his receipt was not in the form prescribed by the statute. The statute commanded him to issue a negotiable receipt in a specified form for all grain received by him at his warehouse. A failure to do so would be a violation of the statute, and it would be, to say the least, extraordinary to allow a defendant to plead the commission by him of one felony as a defense for the commission of another felony.

But notwithstanding what has just been said as to the form of this receipt, it further appears to the court that the receipt issued was at least a substantial compliance with the requirements of the statute. The receipt contained all the material and essential requirements prescribed by the statute. Whether or not the conditions and reservations contained in the receipt were surplusage or more than the statute authorizes warehouseman to insert in his receipt was not involved in this case and required no consideration. If they were in excess of the authority conferred by statute, they would be treated merely as surplusage anyway, but that question was not here involved and would receive no consideration by the court. It was sufficient to say that the receipt contained the substantial requirements of the statute and was a negotiable warehouse receipt.

Passing to the question of intent and the right of the defendant to introduce evidence tending to show that he had contracted to purchase this grain and that he thought he had a right to sell and dispose of it, it will be observed at once that the statute itself says nothing about the intent with which the person acts. It in no way deals with the subject of intent. It deals only with acts. It says (Section 1490): "No person operating any warehouse . . . shall sell . . . any grain . . . for which a receipt has been given by him . . . without the written assent of the holder of the receipt." This statute is evidently intended as an arbitrary statute, prohibiting the act itself, irrespective of the intent with which the act may be committed. If it were not arbitrary in its terms, it would be a practical nullity. If a warehouseman or his agent could be permitted in every case to introduce evidence as to oral agreements and understandings and the intent with which he acted, the entire statute regulating the duties and responsibilities of warehousemen would be a dead letter and merely directory in its practical workings and operations.

The Idaho lawmakers evidently intended that the farmer might store his produce in a warehouse at fixed and stipulated storage charges and receive a receipt therefor, and sell and transfer the receipt in the ordinary course of business the same as he could sell and deliver the grain or produce in kind. It was intended that these warehouse receipts might enter into trade and the commercial transactions of the country, and thereby facilitate the business dealings of farmers and those with whom they deal. The statute, therefore, says to the warehouseman that whenever he receives grain for storage he shall issue a warehouse receipt in a specified form, and it thereupon commands him never to sell or dispose of that particular grain and never to permit it to be removed beyond his custody and control until he receives the written assent of the holder of that receipt. Sections 1487, 1490 and 1492 contemplate the return of the receipt by the holder thereof before the warehouseman

can deliver up the grain. The form of receipt prescribed by Section 1487 provides that the article stored is "to be delivered at this warehouse, upon return of this receipt, properly endorsed, and payment of charges." The receipt given in this case stipulated, and very properly, too, that "delivery will be made upon presentation of this receipt, properly endorsed, and payment made of all charges." These provisions are intended as a protection to the warehouseman, and the prohibition against his sale of the property without the written consent of the holder of the receipt is a corresponding protection to the owner of the receipt who is also the owner of the property stored. These duties on the one hand and obligations on the other—the prohibitions on the one part and the commands on the other—are reciprocal, and are intended for the equal protection of both the warehouseman and the property owner.

To allow the defendant to introduce evidence to show that he had in fact purchased this grain prior to receiving it in the warehouse and prior to issuing this warehouse receipt would be equally violative of the provisions of the statute and would amount in substance to allowing him to prove the commission of another felony in order to justify the particular act with which he was charged. If he had purchased the grain and was the owner of it, then he should not have issued a warehouse receipt for it. Section 1488 specifically prohibits any person issuing a receipt under the provisions of this act for any grain or produce "not actually in store at the time of issuing such receipt." Now, if Bywaters did not own any grain stored in the defendant's warehouse at the time of the issuance of this receipt, the defendant clearly violated the law in issuing such a receipt and would be as much liable to the penalty of the statute for issuing such a receipt as he was for selling grain belonging to another and stored in his warehouse. It was clearly never intended by the legislature that such proof could be made. To admit such evidence would be subversive of the objects and aims of the statute itself.

It was insisted that intent is a necessary ingredient of every crime. This is true in the sense that the act must have been committed by the defendant voluntarily and not under duress or acting under compulsion of superior force. Aside from this, however, the statute under consideration requires no special willful, malicious or wrongful intent whatever.

The judgment in this case must be affirmed.

SHORTAGE IN PEAS.

Advices received from the West within the past few days confirm previous reports of a considerable shortage in the crop of peas in Ontario, says the Trade Bulletin, a Western shipper writing to a Montreal firm stating that the crop is shorter than it has been for a number of years, and that in the Wellington section he will not get one-tenth as much this year as last. As regards prices about the middle of September sales were made of boilers in this market at 95c. to \$1 per bushel, whereas sales have since been made at \$1.10 to \$1.20 per bushel, and much higher prices are looked for later on. A Kingston dealer, when in Montreal later on, ordered three cars of peas which he had held there for some time back to Kingston, which he has disposed of to splitters at 95c. These peas would not rank as good boilers, and consequently there was no sale for them at Montreal.

Saskatchewan now has more grain elevators than Manitoba. Stations in Saskatchewan having an elevator capacity in excess of 200,000 bushels are: Indian Head, Moose Jaw, Yorkton, Lang, Rouleau, Rosthern, Sintaluta, Grenfell, Weyburn, Regina, these varying from Indian Head's 327,000 bushels to Regina's 212,000. The milling capacity of the province is also given, Moose Jaw easily heading the list with a daily capacity of 2,000 barrels; Prince Albert is second with 400 barrels, Moosomin third with 350, Rosthern fourth with 225.

[For the National Hay Association.]

ON GOOD-FELLOWSHIP.

BY JOHN F. COURCIER.*

With a great store of precedents before us to establish the beneficence of Good-Fellowship, we are inclined to question the wisdom of our trying here to offer an interpretation. This inclination, augmented by the demand upon us, leads to a closer inquiry into the meaning of the term as universally employed. It is, first of all, a good English word. It is the state or relation of being an associate; it is companionship of persons on equal and friendly terms; it is joint interest, confederation, association.

To promote good-fellowship:

YOU SHOULD CULTIVATE

Devotion to rule and order; and

Indulgence for the faults of others, founded on the better knowledge of your own.

YOU SHOULD AVOID

Ambiguity;

Violation of trust;

Ingenious duplicity;

Prolonged struggles against the inevitable;

Nursing a grudge;

Multiplying abuses to feed hate;

Regarding your own case as of peculiar and incurable aggravation;

The loss of courage; and,

The abuse of power.

YOU SHOULD MAKE

Reparation for wrongs; and

Restitution in full.

YOU SHOULD LEARN

To shift and adjust;

To eliminate class distinctions;

To know the extent of your abilities;

To look upon your own misfortunes as you would look upon the misfortunes of others; and,

To bring your acts in subjection to yourself instead of yourself in bondage to your acts.

YOU SHOULD REMEMBER

That it is human to err;

That forgiveness is a virtue;

That spite is a curse;

That truth is the only true and full measure of value;

That sincerity is a prime requisite;

That serious thought is indispensable;

That differences of opinion walk with you through the day, and lie down with you at night;

That good-fellowship is not a relinquishment of established rights; and,

That a time of trouble is the test of good-fellowship.

YOU SHOULD HAVE

A familiarity with your subject;

A religious regard for the rights of others;

Faith in your fathers; and,

Trust in God.

The same sun shines for us all; the same shades of night eclipse the light of day, promoting sleep and rest among us without regard to rank or station; and, the same Father Time goes on apace, swinging, with unswerving stroke and unfaltering continuity, the phantom blade of death, unmindful of our selection, thus establishing a fellowship beyond our control.

With these few examples as a suggestion, why can not we, on our own motion, institute and maintain a business Good-Fellowship, always purer, always stronger, everlasting?

*A paper prepared by the author for the Seventeenth Annual Convention of the National Hay Association at Cedar Point, O., on August 25, 1910, but owing to the author's illness it was not read as designed.

In order to circumvent the Hessian fly, the Ohio Experiment Station advised late planting of wheat. "By the normal date" [September 15 to October 14, according to location in Ohio], says the Bulletin, "we mean the date which will produce the largest yield, providing that no insect pests overturn the natural expectation. The normal date for sowing is determined, not by the entomologist, but by the agronomist, and rests upon the average results of

sowing grain upon any given date through a long period of years. Only occasionally is it advisable for the entomologist to advise that there be a departure from seeding at the normal time. There is generally no danger, even from Hessian fly, if sowing does not precede the normal date, and at present we think it hardly necessary to suggest any further departure from the normal custom than to say that if departed from at all this fall, the seeding should be in the direction of a week to ten days later than usual, rather than that much earlier. The dry weather will doubtless operate to destroy many of the pupae, or 'flaxseeds,' of the Hessian fly by dessication, and in those sections where the drouth has been severe and long continued there is probably no need for special apprehension."

FRENCH FARM LABOR.

America, then, is not the only country where the labor of the farms is betaking itself to the towns, producing a scarcity of farm help that until recent years was never a serious problem in any part of the world. To what extent the artificial stimulus of manufactures the world over by high tariffs, which has made a greater demand for labor in the towns, or whether, as we are so often told in this country, farm labor drifts to the cities and towns because life is more attractive there, we shall not undertake to say; but it is an interesting reflection on the familiar doctrine that protection ensures high wages, that Prof. Souchon of Paris, in giving utterance to some interesting observations relating to the real scarcity of agricultural labor in France and on the means for remedying this state of affairs, should declare that the agricultural depression of the past twenty years has resulted in a complete stoppage of any upward movement in the net wages of agricultural labor, if not in an actual decline, French agriculture being a highly protected industry. Although one main reason for this decline in net wage, viz., under selling, is now almost removed, the labor difficulty is acute, due not merely to actual scarcity of farm hands and the like, but also to troubled relationship between employer and employed. Prof. Souchon declares the demand for this class of worker is greater than the supply, in spite of the spread of agricultural machinery and labor-saving methods.

Foreign workers are being employed more and more—Spaniards in the Midi; Poles in the Meurthe-et-Moselle, in the forests of the Centre and in the environs of Paris. Breton farm hands are becoming scarcer and Belgians more and more in demand.

Prof. Souchon considers that this may result in the return to old-fashioned methods of cultivation and the abandonment of beet raising in the north and round Paris and of market gardening. Extensive cultivation would take the place of scientific intensive methods and the result would be a decrease in the product raised, the wages paid, the value of the land, and, consequently, in the national wealth.

Prof. Souchon has been considering whether the farmers could offer more attraction in the way of wages in order to combat the allurements of the towns; but in view of the increases that have been made recently, arising from strikes, he comes to the conclusion that the limit has been reached. Something may be gained, he thinks, from the system of premiums on production and from offering bonuses to permanent employees, and better still, as he thinks, from state grants to large families.

J. H. Caldwell, a South Carolina corn farmer, has introduced a novelty in corn cultivation. He breaks and pulverizes his corn land with dynamite, exploding small cartridges every 4½ by 5 feet, in holes 2 feet deep. On one acre of land prepared in this way he is said to have grown this season over 14,000 stalks of corn, averaging nearly 10 feet in height, with just 29,239 beautiful ears; every one well developed; or about 200 bushels per acre, at a cost of \$35 per acre.

DRAWBACK ON OATS EXPORTED FROM GERMANY.

There has of late years been a steadily increasing export of oats to the United Kingdom and other countries, says a German official report; and a good deal of attention is being directed to the operation of the "Zollgutschein" system. Under this system shippers of grain obtain, for every ton which they export, a certificate entitling them to a drawback, or customs credit, to the value of anything that they may subsequently import. That is to say, if they export a ton of goods on which the import duty is 40 marks, they receive a credit note by which they are entitled to import goods to that value.

The original intention of the government was that the "Zollgutschein" should be only applied to the case of imports and exports of the same kind, e. g., that exporting wheat would only entitle a shipper to import the same amount of wheat free; but yielding to pressure from the landed interest, the present working of the system is now allowed to be this, viz., that a farmer or landowner may export wheat, the customs duty for the importation of which would be \$500, and then, when he desires to import coffee, tea, petroleum, or textile goods, which ought to pay \$500 in customs duties, he has only to produce his "Zollgutschein" or "Einfuhrschein" and then receive these articles free of duty.

Oats never used to be an article of export, and it is only since the introduction of the "Zollgutschein" system that they have been grown for the sole purpose of being shipped to the United Kingdom and elsewhere. These shipments of oats generally contain a certain proportion of barley, and the finance minister has lately ordered that if this proportion exceeds 2 per cent the "Zollgutschein" shall be given as for barley exclusively, i. e., that the drawback shall be for about a third of what it would be if the oats were pure.

ARGENTINE FUTURES MARKET.

The annual report, to June 30, 1910, of the Mercado de Cereales a Termino ("grain futures market") of Buenos Ayres, says that the results attained by the Association far surpass expectations; and that their aims in the near future include the provision of warehouse accommodation with elevators also, by means of a grain trade bank, the creation of a system of negotiable warrants, a system which (it is understood) has, so far, been impossible in Argentina in consequence of legal difficulties.

The directors note that 13,305 contracts were registered, representing 1,978,000 tons of grain, and note that "great fluctuations have occurred in the market"; yet in spite of that circumstance "every member fulfilled in due course his obligations towards the Association."

Having called attention to the fact that the fees have been considerably lowered, it is suggested that, "The ideal might be a reduction of the Association's charge for registration to the lowest fraction; but the board is of the opinion that inasmuch as the futures trading taken alone represents only the first step towards the proposed projects for the benefit of the Argentine grain trade, it is advisable to build up a solid reserve fund, available for every contingency."

"The board have found it practicable to carry out a telegraphic service with the grain centers of Europe and America, costing about \$12,000 a year. The results are, however, satisfactory in every respect, in that we have been enabled to keep in touch from hour to hour with the prices and position of the chief trading centers of the world. Members are well aware of the vital importance of the service, and the board will endeavor to improve it in every possible way, for the benefit of the Association and of the grain trade of the Republic."

"The number of members has increased during the year from 234 to 400."

Northwestern Pennsylvania claims the heaviest grain and largest field of oats in 10 or 15 years.

JEFFREY LIMESTONE PULVERIZER.

The problem, how to maintain the fertility of soil, cannot be solved in one place for another place. This has been illustrated over and over again. But the story of the world is this, that wherever men have found a soil strong in carbonate of lime, they have found a soil rich and a soil easily kept rich.

All the great and enduring civilizations in the world have been built up on soils that had alkaline reaction because of their abundance of carbonate of lime. Carbonate of lime is the foundation stone of soil fertilizers and soil maintenance. Civilizations that did not endure were founded on soils that were sour. Men come from food, after all; food comes from fertilized soils. The soils are fertilized in proportion as they are alive—to their having life-giving bacteria in them. These bacteria will be mostly found where there is much carbonate of lime in the soil.

Under ordinary circumstances, farmers cannot afford to pay \$2 per 100 pounds for lime for agricultural purposes. The finely ground, raw limestone is the best to use for agricultural work, although it cannot always be purchased conveniently. In

be obtained on application to The Jeffrey Manufacturing Company, Columbus, O.

HEARING BY THE RAILROAD AND WAREHOUSE COMMISSION ON CAIRO INSPECTION.

The Illinois Railroad and Warehouse Commission held a hearing on the 4th inst., in their offices at Springfield, which is of a rather exceptional interest to central Illinois shippers. The question which was before the Commission was the right of the Cairo Board of Trade to inspect grain at that terminal market.

The statutes of Illinois define public warehouses, and they divide them into three classes, to wit, A, B, and C. Section 1 of Article 13 of the Constitution declares that, "All elevators or storehouses where grain or other property is stored for a compensation are declared to be public warehouses."

Paragraph 2 of Section 135: "Such warehouses of Class A shall embrace all warehouses, elevators and granaries in which grain is stored in bulk, and in which the grain of different owners is mixed together, such warehouses, elevator or gran-

an inspector of grain, who has not first been so appointed and sworn shall be held to be an impostor and shall be punished by a fine of not less than \$50 or more than \$100 for each and every attempt to so inspect grain."

The question of the right of the boards of trade to appoint inspectors of grain at terminal markets in the state of Illinois has been under discussion for many years. Originally the Commission had only jurisdiction in Chicago, then East St. Louis, Decatur, Kankakee and Springfield petitioned for deputy inspectors to be appointed for their market.

There has been a widespread movement throughout all the grain trade for the past several years, looking to general uniformity in all the lines which appertain to the handling of grain. Uniformity of grades, uniformity of weighing cars, and the trade in general has been benefited very largely by the adoption of a general method for conducting the business.

The Illinois Grain Dealers' Association, through its committee, made a motion before the Railroad and Warehouse Commission, asking by what authority the Cairo Board of Trade inspected grain and charged fees therefor.

Some time during the early summer a chief inspector was appointed for the Cairo terminal market, and a fee of 35 cents demanded for each car inspected and was collected from the shipper. Just why the Cairo Board of Trade, an organization for private profit, should assume to appoint a chief inspector to inspect the grain of the shippers of Illinois and other states, charging them for the service, when they had no choice in the matter of appointment nor had any part in the making of any of the rules under which the inspection was conducted, was the query by the Illinois shippers through their Association committee presented to the Railroad and Warehouse Commission on Tuesday, the 4th inst., at Springfield.

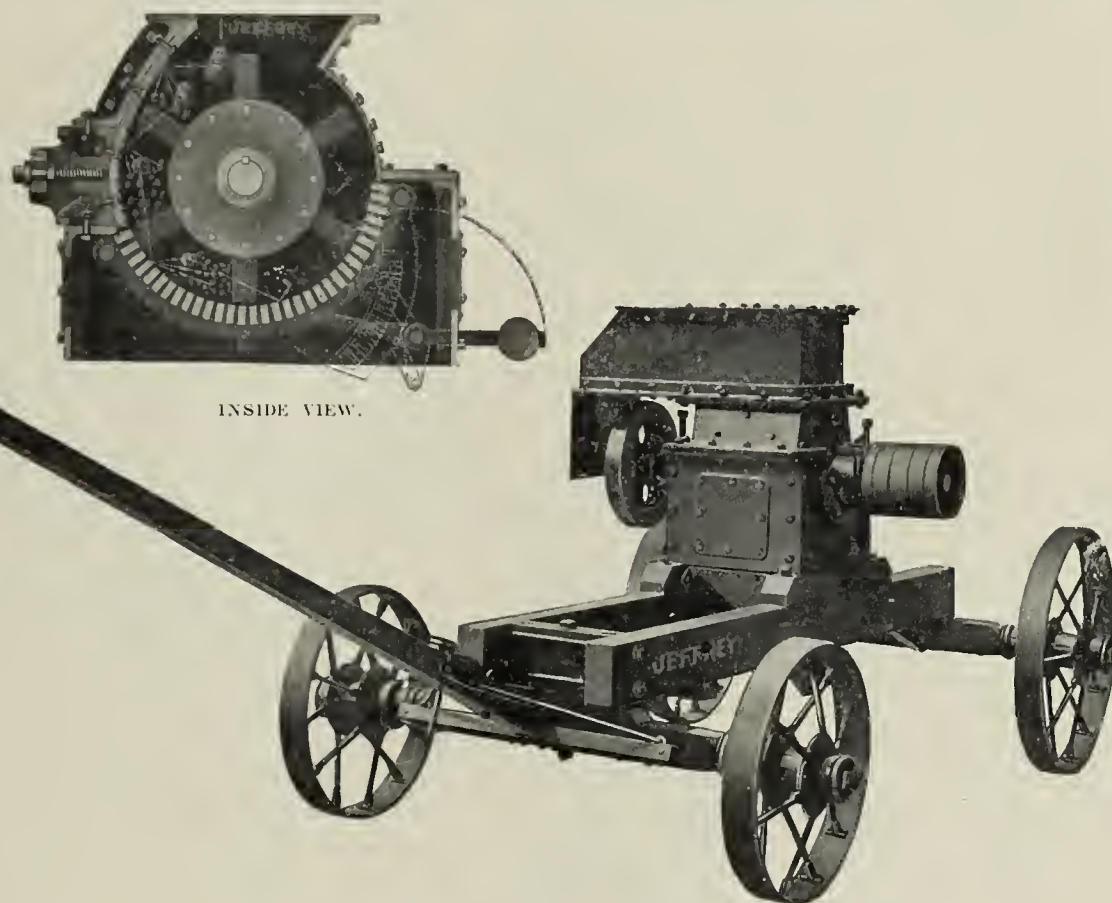
There were present, representing the Cairo Board of Trade, Bruce Magee, Mr. Antrum, Mr. Thistlewood, Mr. Harry Halliday, Mr. Hastings, and a number of other gentlemen. The Illinois Grain Dealers were represented by President Geo. D. Montelius of Piper City, ex-President E. M. Wayne of Delavan, Treasurer H. I. Baldwin of Decatur, Secretary S. W. Strong of Urbana, and W. L. Shellabarger of Decatur. The matter was gone into informally and exhaustively for three hours.

The idea of the statute, from a plain reading, would be that the law intended the Railroad and Warehouse Commission shall have jurisdiction of all inspection of grain in this state, which should be under the control of a chief grain inspector. The state gave the Commission arbitrary jurisdiction of elevators of Class A, and provides that if elevators in Class B desired a deputy inspector to be appointed at their places of business they must secure a petition from the board of supervisors or county commissioners of counties wherein such elevators are located.

The conference was of an entirely friendly nature, and was simply a meeting for a friendly talk on a much mooted subject, for the purpose of determining what was right, and there was no other thought expressed than a desire and willingness to conduct the business in conformity with the statutes of Illinois and the rules of the Railroad and Warehouse Commission.

At the close of the conference the parties of the Commission announced that the matter would be taken under advisement, and when a decision was arrived at a call would be issued for another meeting.

Returns coming in from the Georgia corn contest show some large yields. One acre in Sumter County that was carefully measured, stripped of its corn, and the output weighed and measured, was found to have yielded, it is stated authoritatively, something over 121 bushels. Several other acres in different parts of the same county from which the returns have been received measured between 85 and 100 bushels to the acre.



JEFFREY PORTABLE LIMESTONE PULVERIZER.

many sections, farmers and agriculturists have clubbed together and have purchased a portable outfit to pulverize the limes obtainable in most neighborhoods.

The accompanying illustration shows a Jeffrey Pulverizer mounted on a portable truck, that was designed and built especially for agricultural purposes. This machine has a capacity for reducing one ton of limestone per hour to 1/4-inch bits and finer. It is belt-driven and connected to a small 15-horsepower gasoline engine, usually with a traction engine.

As usually occurs, the farmer lays in his stock of raw limestone from his own or a neighboring stone quarry, but generally, because the stone quarry has no facilities for reducing the stone to a fineness suitable for agricultural uses, farmers will find this pulverizer very convenient and cheap for solving the problem of fertilizing the soil and neutralizing the acid, as well as sweetening sour lands. The pulverized stone can readily be distributed after plowing, at the same time the manure or fertilizer is used, where there is a marked deficiency of carbonate of lime in the soil, as in the alfalfa-growing country; about 100 pounds of raw ground limestone is spread over a square rod of land in this way and at very little cost.

Further information relative to this machine may

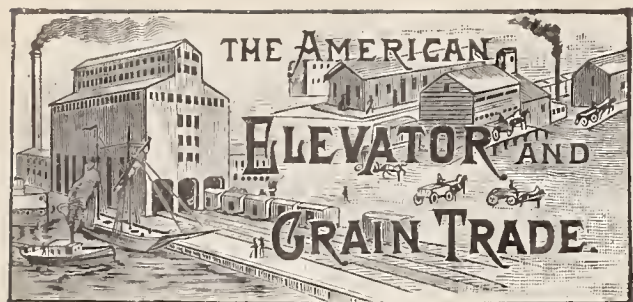
aries being located in cities having no less than 100,000 inhabitants."

Public warehouses of Class B shall embrace all other warehouses, elevators or granaries in which grain is stored in bulk, and in which the grain of different owners is mixed together, in cities of less than 100,000 inhabitants.

Public warehouses of Class C: "All other warehouses or places where property of any kind is stored for consideration."

The state law makes it the duty of the Governor to appoint a chief inspector for the entire state, who shall give a bond in the sum of \$50,000 and take an oath as in the case of other state officers. The chief grain inspector shall, with the approval of the Railroad and Warehouse Commission, appoint such necessary deputy inspectors, who shall give a bond in the sum of \$5,000 and take a like oath of the chief inspector. It is further provided that in all places where there is a legally appointed inspector of grain, "no proprietor or manager of public warehouses of Class B shall be permitted to receive any grain and mix the same with the grain of other owners until the same shall have been inspected and graded by such inspector."

Paragraph 20 of Section 152 of the Act, provides: "Any person who shall assume to act as



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ADVERTISING.

This paper has a large circulation among the elevator men and grain dealers of the country, and is the best medium in the United States for reaching persons connected with this trade. Advertising rates made known upon application.

CORRESPONDENCE.

We solicit correspondence upon all topics of interest connected with the handling of grain or cognate subjects.

CHICAGO, OCTOBER 15, 1910.

Official Paper of the Grain Dealers' National Association
and of the Illinois Grain Dealers' Association.

CORN IN NEW ENGLAND.

New England never was an agricultural country to boast of. The Puritans both starved and feasted on the lean and fat of a rebellious soil that grew better men than it did grain crops. Still, within a few years of 1620, the New Englanders had so conquered it that they had always thereafter enough to eat; and what with the sea and the shipping and world-wide trade and commerce, New England waxed rich and chesty. It was not until the Great West began to grow wheat and corn to feed both the West and New England, and old England, too, that New Englanders began to think that as a farming proposition New England was somewhat out of the running, and so to a large extent abandoned farming.

Even before Mr. Roosevelt began to talk conservation, however, New England woke up to the realization that she had made a mistake; for some few good farmers had begun to point out to their neighbors their success on the old farms abandoned by their forebears; and when from the first National Corn Exposition, at Chicago, a Connecticut corn grower "surprised the natives" by bringing home a first-class prize for corn of his own growing, his neighbors began to take notice. Mr. Brewer's Chicago prize gave renewed impetus to the new movement for better agriculture that had already been taught tentatively in the Massachusetts Agricultural College, and "More Corn" became a rural slogan. For at least three years last past the efforts of the promoters of the "New Agriculture" in New England have therefore been directed especially to Indian corn; and during the week of November 7-12 at the New England Fair Ground at Worcester will be seen, at the first distinctively "Corn Show" ever held

in the East, the results of these years of scientific promotion.

Incidentally there will be a "Corn Lunch" served daily, where, perhaps, the army of employers and employees of New England factories may be permitted to taste once again the real Rhode Island "corn bread" that for many generations, until our people became too prosperous (?) to eat corn, rivaled the famous corn breads of the most celebrated Virginia kitchens of "fore de War."

KANSAS RETURNS TO THE NATIONAL

Sec'y E. J. Smiley, at the directors' meeting of the National Association, after adjournment of the convention, announced the desire of the Kansas Association to renew its affiliation with the National. This action will greatly enlarge the indirect membership in the trans-Missouri territory, where, since the lapsing of the Western associations' membership there have been for some years only direct members and not too many of them.

Western Association also, which embraces dealers in Iowa and parts of Nebraska, Minnesota and South Dakota, was urged at the same meeting to take similar action and renew its connection with the Association; but Mr. Wells, its secretary, replied to the urgency that he had no authority to bind his association to such action; and of course he refused to do so. He further frankly said that he was disposed to advise his association against affiliation; chiefly on the score of finances. The unfortunate disappearance, as members of that association, of a number of important line companies has very greatly reduced the association's financial resources, while at the same time the calls for income for the imperative needs of the association have not been lessened.

A permanent increase in membership of the National Association from west of the Mississippi is greatly to be desired, however, as Iowans well know. Perhaps the action of the Kansas Association and the fact that the next National convention will be held at Omaha in October, 1911, will lead to that desired consummation. In the meantime, Iowa still remains an open field for the cultivation of the Direct Member. Even among distinctively country shippers in Iowa, there ought to be many who would find direct membership well worth while in their business.

THE CONVENTION.

It is not merely by the proceedings of an annual mass convention that the Grain Dealers' National Association is to be estimated; some conventions are striking *per se*; some are not. These annual conventions do, indeed, originate policies and enact the Association legislation; but within the Association, as in civil life, the efficiency of its laws is only in proportion to the spirit in which they are executed. So one may say that it is the character of the occult side of association work that is the measure of association worth to its members and the public.

The annual convention just passed developed no sensational features; it originated no new policy or line of work. What it did was rather negative than otherwise; but this action was of the most fortunate order. That the convention

steadfastly set its face against all meddling with the Uniform Grade Rules, in spite of the temptation created by a local but vigorous assault upon them, was a most auspicious augury of the future of grade uniformity in the country. The experience of the past crop year, with all its difficulties, has demonstrated that the country can work under the Rules and leads to the belief that it will do so more generally as soon as the markets that have not yet adopted them recognize that uniformity is becoming fashionable and is going to be more so. The problem is, therefore, no longer a question of the Rules, but of the manner of their execution. The inspectors, not the markets, are now to be educated to practical uniformity; and it ought not to take as long to educate the former as it did to educate the latter.

The amendment of the Trade Rules to correct the defects developed by a half decade of use seems to have completed the working machinery—the *deus ex machina*—of the Association, of which the arbitration committee is the master wheel. It is the unseen working of this mechanism and the knowledge, on the part of the trade, that this machinery will be operated impersonally but no less surely for the protection of the rights of individuals under the rules and for the guarding of their privileges from outside attack, that has made the Association's "Who's Who in the Grain Trade" a practical guaranty of the business fairness and integrity of its listed "Whos" and has brought more or less relief to the trade through the comfortable assurance that stupid or vicious legislators will no longer be able to take snap judgments to embarrass the trade by wanton legislation.

AFTER THE PRIVATE WIRES.

Attorney-General Jackson of Kansas, taking advantage of the needlessly drastic "anti-bucket-shop" act of that state, recently notified the private wire houses operating in that state to "shut up shop" or prepare for prosecution under the act as bucket-shops. Whereupon Logan & Bryan, Christopher & Co., Kemper Grain Co., Goffe & Carkener Co., and other private wire houses, members of the grain exchanges of Chicago, St. Louis, Kansas City, etc., closed their Kansas offices and withdrew from the state. If the Attorney-General now enforces the letter of the law, which prohibits telegraph and 'phone companies furnishing "future" quotations to anyone, the dealers and millers in Kansas will be relegated to the backwoods for "sartin sure."

The people of Kansas are in all this the victims of legislative ignorance—the inability of the average legislator to differentiate between a legitimate brokerage office and a bucket-shop. The legislature of Illinois made the same blunder some years ago; and so we have the anomaly in this state of Board of Trade members doing a legitimate business under the law in their offices at Chicago but doing an illegitimate (bucket-shop) business when they execute orders from the same people in the same way when the orders are placed by telegraph by their agents and forwarded from branch offices, say at Decatur, Bloomington or elsewhere where their customers reside. The customers may telegraph orders to the Chicago offices and

the trades are legitimate, but when the agents send them in they are illicit!

But in Illinois, as a rule, the authorities have not attempted to close the branches of regular Board of Trade houses, although the courts have, on occasion, sustained pleas of technical "gambling" under the law when traders who placed their orders in the branch offices have been taken with "cold feet" and repudiated their indebtedness to the commission houses.

A QUESTION OF EXPEDIENCY.

The "3 or better" resolution of the National Association was rather colorless, but it may lead to something later, although as it appears, the resolution passed in spite of getting the worst of it in the debate. However, it will be just as difficult to cure the "3 or better" habit by associational legislation as it is to dictate a Maine lumberman's favorite tippie when he comes out of the woods. Personal habits and idiosyncrasies are rarely altered by resolution, even those of business men.

This custom of bidding "3 or better" may have grown out of the necessities of the case. If it be true, as was said in the debate, that the quality of corn has depreciated, naturally the bidding grain merchants would base their offers on the "commercial grade." It would be useless to bid for 2 if there were little or no 2. If, however, a shipper has the regular run of stuff but must buy 2 as 2 in the country, he ought to do as the private elevators do at the terminal,—put in a cleaner and mixer and make all his stuff 3. If all shippers would do that and keep everlastingly at it, the receivers who want 2 stuff would be compelled to bid for 2 to get it. Even now a shipper can sell his 2 for 2 if he wants to, and is willing to depend on his own judgment of the grading of his grain and to take the rather more circuitous route to sell it than he finds necessary to sell his 3 stuff. If the country shippers insist on forcing upon the receivers all the risks of handling the grain and also all of the work of cleaning, conditioning and mixing grain, they must concede to the receivers the proper extra profit for assuming such risks and performing such services.

Bidding "3 or better" will continue in spite of all sorts of resolutions just so long as country shippers are unwilling to assume more risks and to take the trouble to prepare their plants to deliver in all cases just the kind of grain they agree to deliver.

MILWAUKEE'S COMPLAINT.

The Milwaukee side of the latest attack upon the Chicago Board of Trade is given on another page by Geo. W. Shepard, a member of the Milwaukee Chamber of Commerce. The telegraph of October 12 says that Attorney General Wickersham has instructed his assistant, W. S. Kenyon, to look into the Milwaukee charges, and Mr. Kenyon is expected in Chicago forthwith.

Chicago in the meantime is "standing pat." secure in the defense afforded by the civil court decisions of the past, that its charter gives it power to make rules governing the doings of its own members, so long as the latter invade no public right or privilege.

The Chicago Board, as the situation is under-

stood, has taken the step complained of by Milwaukee in order to stop its members from entering into transactions that in Illinois are illegal. It is begging the question for Milwaukee to plead that Chicago did not abandon "puts and calls" until forced to do so. Chicago, as well as Milwaukee, believes that "puts and calls" are not a proper subject for legal prohibition, and this market defended that belief in the courts until forced by adverse decisions to abandon that kind of trading. Having done so, it did not propose to let its people trade in that way surreptitiously by merely telegraphing their orders therefor from Chicago to Milwaukee. Legally and morally that was manifestly but "chasing the de'il around the stump"; and the prohibition of trading by Chicago men at Milwaukee was intended to stop it. That and nothing more.

The present substitute for "puts and calls," the sale and purchase of insurance, may or may not stand the test of a legal attack; but, at any rate the repeated amendment of the rule of the Board to fit the rulings of the courts, is an evidence of good behavior that has not seemingly been considered at Milwaukee, whose protestations that the Illinois law forbidding trading in "puts and calls" is crude and was enacted through a lack of knowledge of correct business principles, estops Milwaukee from complaining that, in that respect, Chicago is not acting in good faith.

THE CORN CROP.

Corn (maize) is the great American cereal crop—greatest in volume and value. It is also distinctively the homely crop—the great domestic staple of the American farm, at once the raw material of the farm factory and of the factory farm, as well as the farm's cash crop, as cotton is, or used to be, of the South and wheat of the Northwest. Consider how deeply attached corn is to the place where it is grown: only 20 per cent of the entire crop ever leaves the county where it was grown, whereas of wheat 56.6 per cent moves out of the home county, and of oats 28.7 per cent. Of corn only 1.4 per cent (1908 crop) is exported, while of wheat 17.2 (1908) goes abroad. Nevertheless, so vast is the bulk of the corn produced in this country, that in spite of the small percentage of the total entering into domestic and foreign commerce and trade, there will be of the crop of 1910 no less than 600 million bushels to be handled by the grain dealers of this Nation—over 600,000 carloads. No wonder, then, that all eyes of the business world turn anxiously from year to year, from early March to the ides of November, to the great American corn field, as one watches the laying of the foundation of a stately and costly edifice: for there all may see the ultimate prosperity of the farmer, of the grain dealer, of the entrepreneur who prepares the crop for consumption, and the comfort of the masses who look to corn in one form or another as the basis of plenty—of good and cheap food.

As those upon whom falls the responsibility of forwarding from the hands of the farmer this vast volume of food supply, the handlers of corn must be careful and trained men of business—not alone because the competition for rendering this service to the producing and

consuming public alike requires a high degree of business acumen in order that the rewards of the service may be earned, but because the public food requirements are now so urgent that no waste by carelessness, inattention or ignorance may be tolerated. There is never too much corn, however vast the crop may be; and every bushel wasted in any way becomes a loss that the consuming public must in the end pay for; and food prices in this generation are too high to warrant waste; since it means suffering to some. So, in this stress of competition among grain dealers, the men who cause waste because they are incompetent as business men are sure to be eliminated from the trade—in this trade, as in all other contests for existence or rewards in this world, only "the fittest survive."

BILLS OF LADING.

The New York bankers, very properly, as we think, have refused the demand of English and Continental bankers, that they shall guarantee cotton bills of lading. The New York bankers felt that they had gone as far as they could be expected to go, when they secured from certain railways issuing such bills the assurance that hereafter cotton bills of lading should be "validated"—guaranteed as to the signature of the agent issuing the bill; and such action would undoubtedly soon become general with the carriers. Under the common law and the laws of most states, Illinois among them, such validation of a bill of lading is tantamount to guaranteeing the bill by the carrier; and so long as the carrier is solvent and financially responsible, such guarantee should be sufficient for the banks. But the Englishman is like most men, indeed, who would prefer automatic devices for eliminating business risks and the necessity of looking out for oneself and one's own interests in business matters. The bill of lading problem in this country is not that; but it is now reduced to the matter of unifying the order bill of lading laws by the passage by Congress of the Stevens bill, which in effect prohibits the carriers from making "rules and regulations" separate and apart from, or as a part of, printed tariffs, that will enable them, by circumlocution or otherwise, to shirk their responsibility as carriers for loss and damage to the property entrusted to them on order bills, or to curtail the old vested right of the public to issue order bills in a proper way to any extent that the needs of commerce and trade may dictate.

The several arbitration decisions appearing in this number are commended to the readers, both because they are most admirably prepared, and because they again emphasize the necessity of having a clear and definite contract to work from. It is easy to cavil at the laxity as to detail of men who enter into contractual engagements, but such carelessness is as human as any other form of error. The lesson is rather one that should give weight to the arguments of those who would have the trade use the "official confirmation blank," both because the use of a blank itself tends to accuracy and because it fosters systematic habit, which itself is always a healthy corrective of slovenliness.

EDITORIAL MENTION

The trade has awakened to the good seed problem in good earnest; now, then, won't some one please prod the sleeping farmer?

The new transit rules are due to go into operation in November; but as they are unworkable for either dealers' or millers' purposes, an appeal to the Commerce Commission is sure to follow.

The attorney-general's zeal in shutting up the private-wire houses in Kansas has deprived many dealers and millers of a quotation service that was very useful to them and to the farmers. But this is a "reform era," and about everything goes.

When some of the other Western roads than the "Q" shall have so perfected their methods that they may dare to advertise satisfactory freight service, and live up to the advertisements, there are some people who would not be so ready to criticize an attempt to elevate the rates.

The Hayti and the Thomas Farmers' Elevator Co. of South Dakota, publicly advertise their storage rates—the legal rates, we assume. It is only when farmers store in other elevators than their own that they ask for and get free storage. Why don't the "other fellows" take a hint from so broad a kick?

A fatal accident took place recently in a building of the Union Hay and Grain Co. at Cincinnati, where the victim was killed by the falling of an elevator weight, the sustaining rope of which had given way because of "house rot"—a case where "eternal vigilance" was apparently relaxed too long.

The railroads' evidence offered in support of their proposition that higher rates are a necessity to the continuance of the solvency of their business, does not seem to have demonstrated anything so much as that somehow, unlike all other lines of business, the carriers are never prepared for hard times and are not to be expected to be so prepared.

President Tyng deserves special thanks, among many things he has done for the National Association, during the past year, for plunging in *medias res* of the work of his convention and in cutting out all perfunctory welcoming speeches. Many a "welcome" has spoiled the effect of the Divine blessing; and it was clever in Mr. Tyng to run no such chance. Let it be hoped the precedent will stand.

"Elevator men are beginning to express anxiety over the impending movement of the new corn crop and are asking, 'Where are you going to put it?' There was over 28,500,000 bushels of grain in store at Chicago on October 1 and some elevators were filled to capacity." This question, propounded through a city paper, may well be passed on to the dealers who think, out there in the country, that all the responsibility they have in the matter is to con-

tinue sending more stuff into an already congested market, as they did last winter with their supersaturated corn.

It does not as yet appear that a Council of Exchanges is particularly dangerous to the grain trade. A body that can inspire such papers as have since its organization emanated from Mr. E. Pfarrus of New York and M. W. Cochrane of St. Louis on the agricultural situation of the country is certainly entitled to some distinguished consideration.

The settlement of the claims question as reached by the Illinois Grain Dealers' Association with the state roads, as appears in another place, has reduced this question to a very satisfactory status. Now, let the shipper take every proper and business-like precaution to authenticate his claim, supporting it with affidavits of himself and his employees, and the collection of a just claim will be a very simple matter.

An item in last month's number rather fearfully mentioned an Iowa oat that produced 428 grains, the tale seemed like a gross exaggeration; but Mr. Henry Kunz, secretary and treasurer of the Kunz Grain Co. of Wesley, certifies to the accuracy of the item; and he adds that the stalk in question was grown by Frank Wolfe, on his farm, two and a half miles from Wesley, and was on exhibition at the Grain Company's office.

The practically unanimous belief of the trade that the Uniform Grade Rules are the best in all respects that can be made to fit the entire country, was the only inference to be drawn from the action on the Norfolk protest in the late convention. There must be some give and take if the trade is to keep the inspection and the making of the grades in their own hands; and dealers as individuals or as groups can hardly expect the rules to meet fully their desires or conditions.

The good seed movement has at last broken into politics, the Democrats of New York, among other things, having declared for the abolition of the use of impure seeds. The plank will of course soon be in the platform of every political party in the country, and may be followed up by legislative enactments and law enforcement. It is therefore a good turn these Democrats have done the public, for when one party is really in earnest in this matter in a state, when legislation of some sort is needed it cannot be long postponed.

The Grain Standardization Board has nearly ready a new bulletin on the weight shrinkage of corn, which when it appears will undoubtedly be of great interest and service to the grain trade. It will be found, for example, that the shrinkage is closely allied to the temperature of the surroundings and that, therefore, the shrinkage is more rapid after the opening of the spring following the gathering of the corn than at any other season; and also that the humidity of the atmosphere has less influence to check shrinkage in weight than might be imagined, although it has an appreciable effect. The last words have not yet been said concerning the physical peculiarities and behavior of corn in

the crib, the bin, or car in transit; and for that reason the researches of the Grain Standardization Board, under the direction of Mr. J. D. Shanahan have, and for some time to come will have, a peculiar practical bearing upon the business of handling grain under all conditions and circumstances.

It is not so much the decline of our grain exports that should alarm the country; for we might better maintain our volume of exports by sending out manufactured products rather than raw materials; but the declining proportional yields of foods affect so materially the American standard of living that every possible effort ought to be made to reduce to the minimum the cost of living. Contrary to the general belief, high prices of the necessities of life make for the profit of the few only, not for the comfort and happiness of the many.

The insurance companies' records of fires caused by lightning during the past summer season will be interesting reading, when it appears. The summer having been a dry one, in the main, the destruction of mills and elevators from this cause may not be as heavy as usual; but when one considers that there is practically no necessity for any mill or elevator to be hit by lightning, if it is properly rodged, one wonders how long it will be before owners finally come to see the profit in that form of protection.

A "labor representative" with a title "as long as the moral law," whose particular flock is composed of dirt movers, declared recently at Washington, after a visit to the President, that, "We will carry this fight for higher railroad freight rates into politics if necessary." As the freight is paid on raw material, such as grain, by the producer, except in rare instances, and by the consumer of flour and other food products always, the zeal of the "labor representative" in question to increase the cost of living in this way may appeal to the dirt movers but hardly as strongly to other consumers of commodities, who pay freight but get no rebate in higher wages from the railroads.

Prof. Ladd of North Dakota, whose latest effort is to save the poor farmer from the rapacity (?) of the miller and grain dealer, is industrious in his efforts to state that his conclusions, that velvet chaff wheat has reformed in the last two years, are based on to the tests made of this kind of wheat in North Dakota by the office there of the Board of Grain Standardization. It is true that office did make the tests and did submit them by request to Prof. Ladd, but the conclusions (erroneous, as is shown elsewhere in these columns) drawn from those tests are wholly his own. His zeal to force velvet chaff into good company succeeded in Minnesota and it will similarly be injected into good society at Superior, if that has not, in fact, already been done. Under the circumstances, we can think of no better illustration of the effect of politico-official meddling with the grading of grain than this very behavior of Prof. Ladd and the inspection departments of Minnesota and Superior, which have attempted to give higher character to a wheat than it deserves on its own merits, the very tests cited in support

of such changed grading demonstrating that the grain was not entitled to the honor it received. This is the very type of the politico-scientific interference that good millers and grain men so much dread to contemplate as a perpetual condition of the future.

The Illinois Railroad and Warehouse Commission has promised the officials of the Illinois Grain Dealers' Association to set a date in the very near future, at Chicago, to take up for final consideration the question of the moisture content of the various grades of corn. This question, it will be remembered, was opened up early last spring, when so much winter-shelled corn "all of a sudden" went to the bad, but has not as yet been disposed of. The hearing will probably be called before the present month shall have expired.

The same ill regard is had for the person wearing a filthy collar who makes uncomplimentary remarks about the untidiness of another as is had for the firm that denounces the co-operative movement and at the same time sends endearing letters soliciting the business of the co-operative companies.—Co-operative Exchange.

And what may be said of the "professional" co-operators that class boards of trade and their members with the scalawags who "prey on the farmer," and then solicits and publishes their advertisements? Is it that these wicked ones may widen the area of their plundering? No one expects professional co-operators to be consistent—only that they will play the fox whenever there is a hen roost to engage their attention.

The Kansas Inspection Department has modified its new rule with reference to regular elevators to provide that Kansas grain going into the regular houses, will not be reinspected if first inspected by the Kansas department. If grain arrives in Kansas City and is inspected by the Missouri department and ordered to an elevator on the Kansas side, it will be again inspected by the Kansas department and the regular fee charged. As all shipments over the Central Branch of the Missouri Pacific, main line Missouri Pacific, St. Joe and Grand Island and Burlington are inspected by the Missouri department, these lines having their terminals in Missouri, should these cars be ordered to an elevator on the Kansas side the shipper will be compelled to pay *double inspection fee*, as the Kansas City Board of Trade have voted to assess all inspection charges against the grain. All of which, Mr. Smiley, but illustrates the beauty of having two state inspectors waiting to earn a fee out of the same grain. If the exchange controlled the inspection of the market (both towns) at least one fee might be cut out.

Association work, whether of the dealers or the exchanges, is tending always toward uniformity of practice; and in that respect it is profoundly wholesome. It is the fact that each man has his own business method that gives rise to misunderstandings in trading, because methods naturally come into conflict through differences in the way of negotiating and recording or not recording petty details. As in association contact men compare their methods,

what is more natural than that the excrescences of all individual habits or methods should be eliminated by mere attrition? Ultimately, therefore, we may expect that the making of a grain contract between parties at a distance will be as simple and as accurate a process as the making of a contract of purchase and sale in the pit, where the necessities of trading have reduced details to the fewest possible factors, all easily understood and easily recorded, in spite of the apparent confusion attending the making of trades on the floor.

F. C. Fedou, vice-president of the Fraternity of Operative Millers, told the master bakers at Washington on September 14 that,—

I was in Washington last week and interviewed the Secretary of Agriculture and Dr. Wiley regarding the much-discussed question of adulteration of wheat, particularly as that adulteration occurs (as we claim and believe and know) in the elevator and passing through the elevator after the wheat leaves the farmer and before it reaches the miller. I have succeeded, I think, in convincing these gentlemen of the truth of our claims, and I have the assurance of the Secretary of Agriculture and Dr. Wiley that they will go after this question, and that at once and vigorously, as vigorously as they have been after the miller to prevent any adulteration at his hands.

Are we to understand from that statement that Sec'y Wilson and Dr. Wiley propose to establish new and arbitrary standards for wheat, different from the established market grades, which shall be their guide in "going after" the shippers of wheat to which buyers may make objection? And if they do "go after this question" in a way to suit the miller, must they not do something like that very thing? The resort to the pure food act, which admits of considerable latitude for practical law-making by "rulings," as a warrant for such a course, would be, for the Department, neither a particularly new nor violent or unprecedented procedure leading to an assumption of legislative as well as judicial and executive power.

In general terms Americans may be said to pay more attention to finding fault with fire insurance rates than to rational means for permanently reducing them. In a country where fire losses run into hundreds of millions annually, low premium rates can hardly be expected. In Chicago alone the annual fire loss is \$6,000,000. Compare this with Berlin, a city of nearly the same population much more compactly housed, with but \$150,000 annual fire loss. In nothing is the American habit of waste and disregard for the future well-being of the race more strikingly seen than in this matter of improvident defiance of the fire risk—which resulted in 1907 in a national loss of over \$215,000,000, a sum that represents, as has been strikingly said, a "fixed annual per capita charge upon every man, woman and child of \$2.51 against a similar tax of only 33c. in six of the principal European nations." Adding to that sum the cost of fire protection and for insurance premiums, we find an annual charge for the benefit of the "fire fiend" of \$456,500,000. No wonder the "cost of living is high," since this loss and cost must all be made good by a tax on the incomes of the people, the incidence settling down at last upon the shoulders of the

consumer. The remedy will ultimately be found in adequate building laws, in the making of which the insurance engineer will be asked to take part; but as there is no immediate indication of the public's resorting to so rational a program, it is up to each individual owner when building to see to it that by reducing the risk of his own premises he may contribute his part to lowering the premium rate for all.

The co-operative company at Sheridan, Ill., has been dissolved and the charter surrendered. And yet if there could be anywhere in northern Illinois a likely location for a co-operative elevator it would seem to be at Sheridan,—a typical Illinois village, located in a rich farming region, among good and thrifty farmers, on the "Q" road, and having but one other elevator. Yet the co-operative company, after the usual emotional origin and a vapid, useless existence, finally petered out and quit, simply because the farmers found it unprofitable to compete with a man who treated them fairly and who while doing so carried all the risks of the business and rendered them perfect elevator service for a reasonable compensation. The Sheridan farmers were wise enough to look through a hole in the fence to see what was going on in the back yard; and what they saw had no great attraction for them, once the emotionalism in the scheme and the sordid appeal to petty selfishness had had time to spend itself.

Sec'y Smiley in a recent bulletin to the Kansas dealers very pointedly says:

We have time and again urged our members to insist on knowing the destination of shipments before confirming sale. Several of our members have had some experience the present season that they are not likely to forget. They sold grain destination weights, and when returns were made they found they were charged interest from the date of shipment until the grain reached destination in one of the New England States, the interest charged equalling one cent per bushel of the contents of the car. Other shipments were forwarded to Texas points and weighed out over wagon scales far short of shipper's weight. The shippers having accepted destination weights, which were made a part of the contract, their only recourse was against the carrier. As no report was made of the physical condition of the cars on arrival, the carriers were slow in entertaining the claims and few, if any of them, have been paid. It is your right to know before accepting bids where your grain will be weighed, and if the purchaser cannot give you final destination, you had better accept less money and know you will receive official weights. Where grain is forwarded to country points and weighed out over wagon scales you should insist on your affidavit of weight to govern final settlement.

There is a good all-day's "think" in this little homily.

The committee appointed by the Indian Railway Board last year to consider the question of introducing the wheat-elevator system for Karachi, the great export center for wheat crops of the Punjab and Sind, have issued their report, in which they say that, in view of the urgent demand that exists for wheat to be conveyed to Karachi in the months of May, June and July, the provision of a suitable elevator there would increase the capacity of the port, and secure a more rapid releasing of rolling stock. The cost of providing such an elevator, they add, would be a great deal less than that of any other works giving equal accommodation for discharging grain from the railway wagons and loading into the ship.

TRADE NOTES

The National Automatic Scale Co., of Bloomington, Ill., has made Allen P. Ely, of 1110 Douglas street, Omaha, Neb., their agents in western territory.

Alfred Meyer is moving his factory for the manufacture of grain dumps from Roanoke to Morton, Ill., where the Commercial Club gave a bonus and site for new buildings.

P. H. Pelkey has sold his interest in the P. H. Pelkey Construction Co., at Wichita, Kan., to A. C. Rynders and G. C. Christopher, of Wichita, who will continue the business. Mr. Pelkey writes us that he will possibly engage in the business at Denver, Colo., operating west of Denver.

Among the firms who had interesting exhibits at the recent Illinois State Fair at Springfield were the Marseilles Mfg. Co., of Marseilles, Ill.; A. T. Farrell & Co., of Saginaw, Mich.; Charter Gas Engine Co., of Sterling, Ill.; Union Iron Works, Decatur, Ill.; N. P. Bowsher & Co., South Bend, Ind.

September "Graphite" contains the usual number of interesting articles. It is issued by the Joseph Dixon Crucible Co., of Jersey City, N. J., in the interest of Dixon's Graphite Productions, and for the purpose of establishing a better understanding in regard to the different forms of graphite and their respective uses.

Moulton & Evans, of Minneapolis, have secured the contract to build a large drying plant for the Milwaukee Grain and Feed Co., on Commerce street, Milwaukee. The new plant will contain machines of sufficient capacity to dry the wet grains from all the large Milwaukee breweries. The estimated cost is \$40,000.00 and the plant will be ready for operation in December.

The Ogdensburg Terminal Co. will rebuild their elevator, recently destroyed by fire at Ogdensburg, N. Y. The new house will have a capacity of 500,000 bushels, with a marine leg with a capacity of 18,000 bushels per hour; and will load sixty cars in ten hours. It will be of concrete construction throughout. John S. Metcalf Co., Chicago, Ill., have been retained as the engineers.

The Richardson Scale Company, of New York, writes us that their business has increased considerably this year, no doubt partly due to the great improvements made on their automatic grain scale, which grain dealers say is the ideal scale for country elevator work. Owing to this increased business, Mr. W. N. Goodman, manager of the Chicago branch of this company, has found it necessary to have more assistance, and so has appointed his brother, Mr. R. Goodman, as assistant office manager.

Some new and interesting literature comes to us this month from the Williams Patent Crusher and Pulverizer Co., of St. Louis, Mo. It includes subjects of interest to the mixing feed trades and illustrates and describes their continuous mixer, which is intended to mix molasses of any description with alfalfa meal, hulled oats or any kind of chaff which may be used. The Williams Friction Clutch Pulley, of which there are over 6,000 in daily use, is likewise illustrated and also their Snapped Corn Grinder, one of the most popular machines of this character in the market. What is known as snapped corn, is corn pulled or snapped from the stalk when it is ripe with the husk on, and in some localities this is very common in feeding.

On Sept. 15, F. D. Babcock, secretary of the Grain Shippers Mutual Fire Insurance Association of Ida Grove, Iowa, issued a birthday letter for the company, it having been established September 15, 1897. As to the excellent showing made by the company the letter states:

"Since Sept. 15, 1897, we have saved the assured or paid him dividends to the amount of a quarter of a million dollars. We make no apology for our existence. Risks in force today, over eight million dollars, but that is not all. We have adjusted fairly, and promptly paid losses amounting to \$558,966.37. We have created and maintain a le-

gal re-insurance reserve of more than \$40,000.00. We own, unencumbered, our office building worth \$8,000 and occupy the first story, and get rent for the second story. We have \$20,000 of gilt-edged first mortgages on Iowa farms. We have cash and good accounts and notes amounting to over \$14,000. We have a force of four traveling agents, and 150 local agents that are the best bunch of boosters any company ever had. Our risks are largely mercantile risks that produce revenue. We have farm risks and town dwellings also."

The complete success of two installations of large Foos vertical gas engines by the U. S. government in the Ohio river improvement work has led to the placing of another order with the Foos Gas Engine Co., for six engines, four of which are 100 horse power—each of the three-cylinder vertical type, which will embody the new features of the Foos design. This order will be divided and shipped to two different points where the engines will be used in the operation of locks which the government is building in the upper Ohio valley to provide sufficient water to obtain continuous freight navigation during the dry season. The Foos engines were originally installed largely as an experimental measure, but such satisfactory results were obtained that the government placed the subsequent orders with the same company for the engines in connection with this work, which involves an expenditure of millions of dollars. The locks at each dam are operated by compressed air furnished by compressors belted direct to each of the 100 horse power Foos units. Each engine will be capable of developing 100 horse power continuously and under rigid specifications regarding speed regulation, fuel economy, reliability, ease of handling, and quickness of starting. The contract with the government required that each unit not only should be inspected at the factory of the company, but also that all material going into their manufacture should be inspected, and that the final tests should be witnessed by government engineers. The government representatives made their own observations and checked all the results from their personal data. All the required conditions were fully complied with.

OUTLOOK FOR RICE.

Speaking of the outlook for rice culture in Texas, a recent publication by the Department of Agriculture says:

"The outlook for the further extension of rice culture is very promising. According to the best estimates, there are about 10,000,000 acres of land in the five states bordering on the Gulf of Mexico well suited to rice cultivation. The amount which can be successfully irrigated by present methods, using the available surface and artesian flows, does not exceed 3,000,000 acres. The balance of the land could probably be brought into cultivation were it necessary, but the cost would, perhaps, be prohibitive at present prices. Three million acres is a conservative estimate of the area which can be easily irrigated. The best results require rotation of crops; consequently only one-half of that area, or 1,500,000 acres, would be in rice at any one time. At an average yield of 10 barrels (of 162 pounds) per acre, 1,500,000 acres of rice would produce nearly 2,500,000,000 pounds of cleaned rice, nearly six times the amount of our present consumption. There is no satisfactory reason why the United States should not grow and mill all of its own rice and become an exporter.

"The employment of machinery in the rice fields of the Southwest similar to that used in the great wheat fields of California and the Dakotas is revolutionizing the methods of cultivation and greatly reducing the cost. The American rice grower, employing higher priced labor than any other rice grower of the world, in all probability will ultimately be able to market his crop at the least cost and the greatest profit. If, in addition, the same relative improvement can be secured in the rice itself, and if varieties which yield from 80 to 90 per cent of head rice in the finished product can be successfully introduced, American rice growers will be able to command the highest prices for their product in the markets of the world."

A wheat growers' association was recently organized at Verona, Miss., each charter member pledging himself to plant a certain number of acres so that, all told, 100 acres would be seeded this fall.

PERSONAL

Walter Lytle recently sold his interest in the La Harpe Grain & Milling Co., at La Harpe, Kan., to J. A. Campbell.

P. L. Hodge, who formerly was auditor for the Osborn-McMillan Elevator Co., now has charge of that company's house at Minot, N. D.

Paul Meyer, the owner of the Washburn Feed & Grain Elevator at Washburn, N. D., traded it off to Karl Klein & Co., for a half section of land near Turtle Lake.

W. E. Sheldon, a well-known dealer in hay and grain, has resigned his position with the Stockbridge Elevator Co., at Stockbridge, Mich., and has gone into business for himself.

Robert J. Pringle, formerly a prominent Chicago Board of Trade broker, is seriously ill in New York City, N. Y., suffering from a severe attack of pneumonia.

W. J. Davey, an experienced grain dealer of St. Laurence, S. D., has located in Madison, S. D., and will take charge of the elevator, which he recently purchased at that place.

George R. Havens, proprietor of the elevator at Jewett City, Conn., which is owned by the Jewett City Grain Co., has been suffering for a number of weeks from strained cords in his leg.

O. P. Carroll has sold his elevator at Putnam, Ill., to Mr. Williams, after having been in the business for thirty-five years. Mr. Carroll has been supervisor of the township and also held important offices in the Masonic lodge at Henry for many years.

W. H. Chambers, of Pasadena, Cal., a former secretary of the Grain Dealers' National Association and for thirty years connected with the Peavey Elevator System in the Northwest, has started a woman's furnishing store in partnership with his brother-in-law under the name of W. O. Howe & Co.

W. E. Belfield, a grain dealer of Scandia, Kan., had his foot badly pinched in the vestibule of a Rock Island passenger train, when the coupling opened up just enough to allow his foot to slip between the cars. Had it not been for the thick soles, his foot might have been badly crushed.

Charles R. Crosby, a prominent grain man and member of the Chamber of Commerce of Boston, Mass., entertained twenty-one members of the Boston Chamber of Commerce at his home in Brattleboro, Vt., September 17 and 18. Mr. Crosby was presented with a large silver loving cup by his guests.

George Filbert, of Womelsdorf, Pa., a veteran grain merchant, was seriously injured recently on his way from his warehouse, when the horse he was driving took fright at a passing train and after smashing the buggy, dragged him about 100 yards before help reached him. One of his hands was badly torn and he received internal injuries.

E. E. Mitchell, of Carbondale, Ill., who was one of the candidates for the Republican nomination for state treasurer at the recent primaries, is now chairman of the state central committee's organization committee. He lived in Chicago for ten years, while employed in the state grain inspector's office. Mr. Mitchell has been mayor of Carbondale and is vice-president of the Carbondale Trust & Savings Bank, which he organized in 1893. He is also treasurer of the Carbondale Mill & Elevator Co., and secretary and treasurer of the Chicago & Carterville Co.

CHANGES AMONG GRAIN EMPLOYEES.

Illinois.—John Thorp is at Shearer Bros' Elevator at Stewart.

Iowa.—Gerd Null is at the Craig Elevator, in Struble; C. A. Jenks has charge of Farmers' Elevator at Gilbert; Anton Tjossem has resigned from Farmers' Elevator at Primghar; Soren Olsen is at the Northside Elevator, Calliope; N. L. Requatee, of Schaller, succeeds J. W. Neal at elevator in Mapletown.

Kansas.—J. C. Doop, of Glasco, goes to Goffe & Clarkener Grain Co., at Concordia.

Minnesota.—J. G. Barger, of Gaylord, resigns from Pacific Elevator Co., goes to Security Elevator Co.; Ed. Bersagel, of Hendrum, goes to Farmers' Elevator at Twin Valley; John Buchanan, of Crandall, S. D., goes to La Crosse Grain Elevator at Oakland; Carl Ettesvold is at Cyrus Farmers' Elevator, Cyrus; Amund Hovland, of Farmers' Elevator at Fertile, goes to commission firm at Duluth; Christ Jacobson, buyer for O. & M. Co., at Farwell, goes to Farmers' Elevator at Glenwood; Edwin Johnson, of Cyrus, goes to Farmers' Elevator Co. at Glenwood; Henry Luhman, Jr., goes to Viola; N. E. Norman, of the Cargill Elevator, at Kerkhoven, goes to Farmers' Elevator at Madelia; O. A. Myhro, of Fessenden, N. D., is at the Farmers' Elevator at Spring Grove; E. G. Christgau is in charge of Farmers' Elevator at Grand Meadow, in place of S. V. Moen; Levi Davidson, of Atwater, succeeded J. Nutting at State Elevator Co., in Grove City; H.

J. Hull, of Chicago, goes to La Due Elevator Co. at St. Peter.

Montana.—G. D. Willis, of Thorne, N. D., goes to Medicine Lake, Mont.

Nebraska.—C. Francis has been transferred by McCaull-Webster Elevator Co., of Copenhagen, to Brunswick.

North Dakota.—E. O. Cole, of Hatton, goes to Farmers' Elevator at Sharon; G. A. Edmuns, of Buxton, goes to Minnesota & Western Elevator at Belfield; David Ellsworth, of the Russell-Miller Milling Co., at Bismarck, goes to Farmers' Elevator at Flasher; J. F. Harnden, of Dickinson, takes position at Lyon Elevator at Glen Ullin; James Harrington, of Rolette, takes charge of elevator at Crary; Chas. Kirchan, of Douglas, is employed by Occident Elevator Co., at Grano; Johnny Morgan, of Grand Harbor, goes to Farmers' Elevator Co., at Penn; Leo Olson is with N. J. Olson & Sons, at Stampede; W. C. Roles is manager of Farmers' Elevator at Hurd; Mr. Ahrens is manager of elevator at Sawyer; G. Flint, of Belfield, will run elevator at Fryburg.

Canada.—H. O. Solberg, of Minneapolis & Northern Elevator Co., at Edmore, N. D., goes to Manitoba; Wm. McGaffin, of Ogilvie Milling Co., at Wolseley, N. W. T., goes as buyer to Brandon and Moosemin; F. R. Lynch resigns from Monarch Elevator Co., of Drayton, N. D., goes to Saskatchewan Elevator Co. at Maryfield, Sask.

South Dakota.—J. Aardappel is manager of Burbeck Elevator at Corsica; Ray Bentley has gone to elevator at Oldham; Chas. Connick, of Arlington, Minn., goes to elevator at Oldham; Walter Eisnach, of the Eagle Elevator at East Doland, is transferred to Rockham; John Frieberg is manager of an elevator at Tripp; Geo. Hurd, of Verdon, has gone to Eagle Elevator at Northville; Milton McKnight, of Afton, has gone to Adams Elevator at Brookings; Ray Lunt has resigned from Denhart Elevator at Trent, S. Sorenson takes charge; Geo. C. Barland takes charge of Powers' Elevator at Britton, S. D.; L. B. Walker, of Empire Elevator at Summit, goes to Empire Elevator at Wilmot; I. A. Lowe, of Edmore, goes to elevator at Toronto; Oscar Swenson, of Centerville, will go to Farmers' Elevator at Vermillion.

William Buckholtz, of Brush, Colo., recently threshed out 2,900 bushels of barley from a 50-acre field, the average being fifty-eight bushels per acre.

As the outcome of a complaint made by the Conrad Schreier Co., maltsters of Sheboygan, Mich., the State Railway Commission has ordered the railroads to establish the joint rate of 6½ cents per hundredweight on shipments made into Wisconsin.

At the annual meeting of the Davenport Malt & Grain Co., of Davenport, Iowa, the following directors were elected for the ensuing year: Henry Klindt, Herman Wulf, A. Stoltenberg, P. Feddersen, Jr., Henry Bremer, P. A. Reinbrecht and Geo. Wolters.

The Minneapolis Malt & Grain Co., of Minneapolis, Minn., has been incorporated with a capital stock of \$250,000 and will operate the plant of the Consumers' Malting Co., at that place. The incorporators were E. C. Hales, Ralph Bruce and John L. La Duc.

William C. Reinig was elected president of the Fond du Lac Grain & Malt Co. at a recent meeting of the stockholders of that company, and Andrew J. Pick, a son of the deceased president, secretary. The stockholders present at the meeting were: G. Zett, of Syracuse, N. Y.; G. Seiber, of Elizabeth, N. J., and J. Haefner, of Lancaster, Pa.

RECEIPTS OF WHEAT AT PRIMARY MARKETS.

Receipts of wheat at winter and spring grain markets for 15 weeks, since June, with comparisons, in bushels, compiled by the Cincinnati Price Current:

| | 1910 | 1909 |
|-------------------------|-------------|------------|
| St. Louis..... | 9,437,000 | 11,407,000 |
| Toledo..... | 2,745,000 | 2,559,000 |
| Detroit..... | 781,000 | 772,000 |
| Kansas City..... | 22,703,000 | 17,573,000 |
| Winter Wheat..... | 35,666,000 | 32,311,000 |
| Chicago..... | 18,001,000 | 14,619,000 |
| Milwaukee..... | 3,709,000 | 2,943,000 |
| Minneapolis..... | 30,374,000 | 25,014,000 |
| Duluth..... | 12,279,000 | 22,208,000 |
| Spring wheat..... | 64,353,000 | 64,844,000 |
| Aggregate 10 weeks..... | 101,019,000 | 97,115,000 |

Total receipts of winter and spring wheat at primary markets 15 weeks since June, 1910, with comparisons.

| | Winter | Spring | Total |
|--------------|------------|------------|-------------|
| 1909-10..... | 35,666,000 | 64,353,000 | 101,019,000 |
| 1908-9..... | 32,311,000 | 64,844,000 | 97,155,000 |
| 1907-8..... | 33,598,000 | 69,260,000 | 102,858,000 |
| 1906-7..... | 30,255,000 | 48,250,000 | 78,505,000 |
| 1905-6..... | 31,502,000 | 54,319,000 | 85,821,000 |

RECEIPTS AND SHIPMENTS.

Following are the receipts and shipments of grain etc., at leading receiving and shipping points in the United States for the month of September, 1910:

BALTIMORE—Reported by James B. Hessong, Secretary of the Chamber of Commerce.

| Articles | Receipts | | Shipments | |
|------------------------|----------|---------|-----------|---------|
| | 1910 | 1909 | 1910 | 1909 |
| Wheat, bushels..... | 770,332 | 428,908 | 1,096,343 | 322,250 |
| Corn, bushels..... | 401,133 | 290,821 | 34,973 | 20,886 |
| Oats, bushels..... | 616,256 | 769,144 | 60 | 100 |
| Barley, bushels..... | 1,946 | ..... | ..... | ..... |
| Rye, bushels..... | 61,071 | 59,002 | 17,143 | ..... |
| Timothy Seed, bus..... | 24,525 | 23,748 | 745 | ..... |
| Clover Seed, bus..... | 2,799 | 5,422 | ..... | 606 |
| Hay, tons..... | 6,107 | 4,967 | 1,095 | 1,348 |
| Flour, barrels..... | 288,099 | 261,745 | 105,334 | 119,160 |

BOSTON—Reported by James A. McKibben, Secretary of the Chamber of Commerce.

| Articles | Receipts | | Shipments | |
|-------------------------|----------|---------|-----------|---------|
| | 1910 | 1909 | 1910 | 1909 |
| Flour, barrels..... | 160,660 | 179,671 | 42,509 | 45,111 |
| Wheat, bushels..... | 64,613 | 201,528 | 79,611 | 181,073 |
| Corn, bushels..... | 71,682 | 143,801 | 80 | ..... |
| Oats, bushels..... | 386,061 | 404,838 | 2,596 | ..... |
| Rye, bushels..... | 2,417 | 6,080 | ..... | ..... |
| Barley, bushels..... | 17,000 | 6,885 | ..... | ..... |
| Peas, bushels..... | 1,714 | 7,589 | ..... | ..... |
| Milled, tons..... | 1,030 | 2,514 | 105 | 39 |
| Corn Meal, barrels..... | 3,520 | 2,685 | 615 | 410 |
| Oat Meal, cases..... | 35,572 | 21,446 | 29,660 | 22,350 |
| Oat Meal, sacks..... | 14,246 | 8,319 | 12,825 | 450 |
| Hay, tons..... | 16,650 | 15,500 | 2,652 | 3,322 |

CHICAGO—Reported by George F. Stone, Secretary of the Board of Trade.

| Articles | Receipts | | Shipments | |
|-----------------------------|------------|------------|------------|-----------|
| | 1910 | 1909 | 1910 | 1909 |
| Wheat, bushels..... | 2,990,000 | 2,704,626 | 2,285,500 | 1,547,658 |
| Corn, bushels..... | 13,126,900 | 10,739,150 | 10,942,750 | 8,554,607 |
| Oats, bushels..... | 7,191,400 | 8,653,675 | 8,467,000 | 7,036,332 |
| Barley, bushels..... | 1,805,500 | 2,063,400 | 497,900 | 526,848 |
| Rye, bushels..... | 79,000 | 130,000 | 29,400 | 28,661 |
| Timothy Seed, lbs..... | 7,508,900 | 11,912,110 | 4,197,500 | 3,758,060 |
| Clover Seed, lbs..... | 1,340,000 | 793,038 | 164,600 | 654,030 |
| Other Grass Seeds, lbs..... | 5,725,200 | 5,382,200 | 1,627,700 | 7,520,472 |
| Flax Seed, bushels..... | 183,800 | 97,000 | 49,000 | 37,239 |
| Broom Corn, lbs..... | 1,391,800 | 1,420,624 | 717,380 | 522,192 |
| Hay, tons..... | 26,040 | 22,461 | 2,005 | 923 |
| Flour, barrels..... | 803,568 | 928,549 | 858,859 | 1,081,886 |

CINCINNATI—Reported by C. B. Murray, Superintendent of the Chamber of Commerce.

| Articles | Receipts | | Shipments | |
|----------------------------|----------|---------|-----------|---------|
| | 1910 | 1909 | 1910 | 1909 |
| Wheat, bushels..... | 280,684 | 512,557 | 303,708 | 504,006 |
| Corn, bushels..... | 691,444 | 691,494 | 513,726 | 509,268 |
| Oats, bushels..... | 578,538 | 637,392 | 585,653 | 630,878 |
| Barley, bushels..... | 58,620 | 47,000 | 1,124 | ..... |
| Rye, bushels..... | 88,292 | 75,687 | 43,556 | 31,044 |
| Malt, bushels..... | 154,500 | 115,520 | 22,500 | 28,600 |
| Timothy Seed, bgs..... | 15,012 | 14,362 | 5,852 | 5,730 |
| Clover Seed, bgs..... | 1,799 | 1,292 | 2,285 | 2,250 |
| Other Grass Seed, bgs..... | 15,138 | 23,735 | 13,112 | 16,244 |
| Hay, tons..... | 17,849 | 14,470 | 13,084 | 9,519 |
| Flour, bbls..... | 120,249 | 131,311 | 86,581 | 95,419 |

DETROIT—Reported by F. W. Waring, Secretary of the Board of Trade.

| Articles | Receipts | | Shipments | |
|----------------------|----------|---------|-----------|--------|
| | 1910 | 1909 | 1910 | 1909 |
| Wheat, bushels..... | 374,905 | 314,494 | 1,816 | 5,951 |
| Corn, bushels..... | 358,802 | 240,201 | 151,876 | 45,544 |
| Oats, bushels..... | 336,408 | 294,601 | 28,628 | 52,747 |
| Barley, bushels..... | 17,084 | 17,791 | ..... | ..... |
| Rye, bushels..... | 26,244 | 50,900 | 24,100 | 21,033 |
| Flour, barrels..... | 15,211 | 20,360 | 25,210 | 29,225 |

DULUTH—Reported by Chas. F. MacDonald, Secretary of the Board of Trade.

| Articles | Receipts | | Shipments | |
|------------------------------|-----------|------------|-----------|-----------|
| | 1910 | 1909 | 1910 | 1909 |
| Wheat, bushels..... | 5,948,031 | 16,884,770 | 4,592,353 | 6,909,840 |
| Corn, bushels..... | 154,991 | 131,954 | 117,935 | 119,118 |
| Oats, bushels..... | 242,601 | 916,028 | 146,262 | 331,057 |
| Barley, bushels..... | 1,863,844 | 3,988,823 | 1,493,761 | 2,759,120 |
| Rye, bushels..... | 31,600 | 142,380 | 38,688 | 125,331 |
| Flax Seed, bushels..... | 386,687 | 673,855 | 253,193 | 380,148 |
| Flour, bbls..... | 794,630 | 609,500 | 801,645 | 595,175 |
| Flour, bbls. Production..... | 63,930 | 45,765 | ..... | ..... |

KANSAS CITY, MO.—Reported by E. D. Bigelow, Secretary of Board of Trade.

| Articles | Receipts | | Shipments | |
|-------------------------|-----------|-----------|-----------|-----------|
| | 1910 | 1909 | 1910 | 1909 |
| Wheat, bushels..... | 6,235,200 | 3,572,800 | 4,742,400 | 2,656,500 |
| Corn, bushels..... | 1,092,000 | 530,150 | 1,234,800 | 338,100 |
| Oats, bushels..... | 595,000 | 649,500 | 246,500 | 403,500 |
| Barley, bushels..... | 15,400 | 20,900 | 7,000 | 4,400 |
| Rye, bushels..... | 16,500 | 12,100 | 12,100 | 9,900 |
| Bran, tons..... | 1,520 | 3,700 | 8,460 | 13,400 |
| Flax Seed, bushels..... | 2,000 | 37,000 | 8,000 | ..... |
| Hay, tons..... | 31,740 | 17,016 | 5,700 | 2,688 |
| Flour, barrels..... | 18,000 | 20,000 | 232,750 | 314,500 |

MILWAUKEE—Reported by H. A. Plumb, Secretary of the Chamber of Commerce.

| Articles | Receipts | | Shipments | |
|-------------------------|-----------|-----------|-----------|---------|
| | 1910 | 1909 | 1910 | 1909 |
| Wheat, bushels..... | 1,441,610 | 1,264,100 | 828,147 | 189,016 |
| Corn, bushels..... | 816,990 | 732,200 | 674,400 | 438,721 |
| Oats, bushels..... | 1,387,300 | 735,000 | 835,156 | 235,670 |
| Barley, bushels..... | 1,576,100 | 2,323,800 | 398,601 | 475,698 |
| Rye, bushels..... | 78,520 | 123,000 | 15,280 | 26,000 |
| Flax Seed, bushels..... | 8,400 | 14,400 | ..... | ..... |
| Hay, tons..... | 1,946 | 2,608 | 377 | 65 |
| Flour, bbls..... | 271,275 | 382,475 | 280,958 | 347,660 |

MONTREAL, QUEBEC, CANADA—Reported by George Hadrill, Secretary of the Board of Trade.

| Articles | Receipts | | Shipments | |
|-------------------------|-----------|-----------|-----------|-----------|
| | 1910 | 1909 | 1910 | 1909 |
| Wheat, bushels..... | 3,391,321 | 3,592,380 | 2,761,834 | 3,126,217 |
| Corn, bushels..... | 477,879 | 137,652 | 413,296 | 31,712 |
| Oats, bushels..... | 843,759 | 268,122 | 149,891 | 303,852 |
| Barley, bushels..... | 109,707 | 24,218 | 87,371 | 30,786 |
| Rye, bushels..... | ..... | ..... | ..... | ..... |
| Flax Seed, bushels..... | 960 | 174,666 | ..... | 124,077 |
| Flour, bbls..... | 179,446 | 133,823 | 129,716 | 138,605 |

NEW YORK—Reported by H. Heinzer, Statistician of the Produce Exchange.

| Articles | Receipts | | Shipments | |
|-------------------------|-----------|-------|-------------|-------|
| | 1910 | 1909 | 1910 | 1909 |
| Wheat, bushels..... | 1,594,800 | ..... | 271,835 | ..... |
| Corn, bushels..... | 669,900 | ..... | 317,457 | ..... |
| Oats, bushels..... | 2,081,050 | ..... | 19,230 | ..... |
| Barley, bushels..... | 90,400 | ..... | ..... | ..... |
| Rye, bushels..... | 53,588 | ..... | ..... | ..... |
| Timothy Seed, lbs..... | ..... | ..... | 1,419 | ..... |
| Clover Seed, lbs..... | ..... | ..... | 6,997 | ..... |
| Grass Seed, bags..... | 4,950 | ..... | ..... | ..... |
| Flax Seed, bushels..... | 240,094 | ..... | ..... | ..... |
| Hay, tons..... | 32,216 | ..... | 6,482 bales | ..... |
| Flour, bbls..... | 836,054 | ..... | 229,264 | ..... |

OMAHA—Reported by F. P. Manchester, Secretary of the Omaha Grain Exchange.

| Articles | Receipts | | Shipments | |
|---------------------|-----------|-----------|-----------|---------|
| | 1910 | 1909 | 1910 | 1909 |
| Wheat, bushels..... | 975,600 | 583,200 | 518,000 | 404,000 |
| Corn, bushels..... | 1,177,200 | 1,130,800 | 1,306,000 | 622,000 |
| Oats, bushels..... | 858,500 | 1,174,400 | 340,500 | 546,000 |
| Rye, bushels..... | 17,600 | 3,000 | 5,000 | 7,000 |
| Barley bushels..... | 49,000 | 27,000 | ..... | 9,000 |

PEORIA—Reported by John R. Lofgren, Secretary of the Board of Trade.

| Articles | Receipts | | Shipments | |
|--------------------------------|-----------|-----------|-----------|-----------|
| | 1910 | 1909 | 1910 | 1909 |
| Wheat, bushels..... | 108,105 | 109,000 | 88,044 | 76,968 |
| Corn, bushels..... | 1,278,150 | 1,597,518 | 1,097,521 | 1,128,112 |
| Oats, bushels..... | 601,900 | 531,065 | 737,224 | 333,500 |
| Barley, bushels..... | 163,100 | 127,158 | 56,223 | 43,874 |
| Rye, bushels..... | 30,593 | 25,000 | 5,472 | 11,600 |
| Mill Feed, tons..... | 2,561 | 3,171 | 5,793 | 4,917 |
| Spirits and Liquors, bbls..... | 11,511 | 11,327 | 30,000 | 240,000 |
| Syrups and Glucose, bbls..... | 5,900 | 8,750 | 9,000 | 45,000 |
| Seeds, lbs..... | 90,000 | 150,000 | 49,450 | 42,666 |
| Broom Corn, lbs..... | 15,000 | 105,000 | 7,199 | 8,130 |
| Hay, tons..... | 5,310 | 3,907 | 840 | 329 |
| Flour, bbls..... | 193,794 | 251,400 | 201,850 | 222,792 |

PHILADELPHIA—Reported by Frank E. Marshall, Secretary of the Commercial Exchange.

| | | | | |
|--------------------------|---------|---------|---------|---------|
| Wheat, bushels. | 737,210 | 402,190 | 593,671 | 400,372 |
| Corn, bushels. | 219,499 | 129,451 | 25,570 | |
| Oats, bushels. | 510,542 | 661,415 | | |
| Barley, bushels. | 13,000 | 4,000 | | |
| Rye, bushels. | 800 | 800 | | |
| Timothy Seed, bags. | | 245 | | |
| Clover Seed, bags. | 1,370 | 400 | | |
| Other Grass Seeds, bags. | | 1,897 | | |
| Flax Seed, bushels. | 36,000 | | | |
| Hay, tons. | 8,096 | 10,209 | | |
| Flour, bbls. | 272,315 | 395,404 | 121,410 | 226,105 |

ELEVATOR AND GRAIN NEWS

ILLINOIS.

John Sipp is building a new grain office at Bourbon, Ill.

Plans are being made to erect an elevator north of Homer, Ill.

The Farmers' Elevator Co., at Sheridan, Ill., has been dissolved.

O. P. Carroll has sold his elevator at Putnam, Ill., to Mr. Williams.

H. M. Rosenthal & Sons have recently completed a new elevator at Crystal Lake, Ill.

The Farmers' Elevator Co. has been improving its elevator at Pleasant Plains, Ill.

M. K. Elliott has purchased a half interest in the G. L. Merritt Elevator at Henning, Ill.

N. N. Hettinger has purchased the elevator at Secor, Ill., which he has been running.

Wm. Godel is having a new scale placed in front of his coal and grain office at Wilmington, Ill.

The Evans Elevator Co., of Decatur, Ill., has decreased its capital stock from \$50,000 to \$25,000.

The Dalton City Grain Co. has sold its business at Dalton City, Ill., to Frank Godwin of Decatur.

J. H. Metzger, of Shabonier, Ill., is having a large elevator erected at that place by a Decatur firm.

C. A. Carlson has purchased the elevator at Harrisville, Ill., which was owned by Boughton & Harlan.

Geo. P. Bowman has been making repairs and installing new machinery in his plant at Grayville, Ill.

Fred Miller, a retired farmer of College Corner, Ohio, intends to erect an elevator at Carmi, Ill., in the near future.

As soon as all of the \$10,000 worth of stock has been sold the farmers intend to erect an elevator at Mt. Morris, Ill.

A new terminal elevator will be erected by the Smith-Hibben Grain Co., at Sterling, Ill., at the head of the canal.

The new elevator at Brock, Ill., which is owned by William Werner & Son, has been completed and is open for business.

Hamman & Son, of Milmine, Ill., are clearing away the ruins of their burned elevator, preparatory to building a new one.

Robinson, Drew & Co., of Emington, Ill., has installed a 10-horsepower International Gas Engine in its elevator at that place.

The Farmers' Elevator Co., are having plans prepared by McAllister & O'Connor for a 25,000 bushel grain elevator at Cornell, Ill.

J. P. Garber has sold his interest in the elevator at Roanoke, Ill., to his partner, D. C. Belsley, and possession will be given July 1, 1911.

A 25,000 bushel elevator will soon be erected at Mt. Carmel, Ill., by Holsen & Dorney, who recently purchased the plant of the Bluff City Mills.

Mathis Bros. & Co., are repairing and adding new machinery to their elevator at Prophetstown, Ill. McAllister & O'Connor have the contract.

The dilapidated corn cribs of the Allerton Grain Co., at Allerton, Ill., will be removed and a modern crib, 125 feet long, will be erected in their stead.

J. J. Shugart, W. R. Shugart and John A. Nelson have incorporated the Princeton Farmers' Elevator Co., at Princeton, Ill., with a capital stock of \$6,000.

The work of moving the Applegate & King Elevator at Lincoln, Ill., has been completed. The house now stands on a lot near the Chicago & Alton stockyards.

Rosenbaum Bros., of Chicago, have let a contract for a concrete storage tank, 42 feet in diameter, with a capacity of 100,000 bushels, which is to be erected here.

The Neponset Farmers' Grain Elevator Co. has been incorporated at Neponset, Ill., with a capital stock of \$5,000, by E. F. Norton, M. O. Scott and W. F. Bowen.

The Dana Farmers' Grain and Elevator Co., of Dana, Ill., has been incorporated by G. W. Rosendahl, Bern Grau and M. F. Earle, with a capital stock of \$15,000.

J. E. Frary & Son are building an elevator as an addition to their plant at Prophetstown, Ill. This will give the firm the total storage capacity of 30,000 bushels.

Articles of incorporation have been granted to the Hillsboro Grain Co., of Hillsboro, Ill., a company organized with \$12,000 capital stock, by A. J. Callaghan, F. Hendrix, Isaac Hill and T. H. King for the purpose of erecting an elevator to cost

about \$12,000, with between 25,000 and 35,000 bushels' capacity.

The H. A. Hilmer Grain Co., of Freeport, Ill., will remodel its elevator at Dakota in the near future. The contract has been let to McAllister & O'Connor of Chicago.

The elevator at Peru, Ill., which has not been in operation for the last two years, was recently purchased by Wakem & McLaughlin, a Chicago firm, from the United Cereal Company.

The Farmers' Elevator Co., having been refused a lease by the Illinois Central at Minonk, Ill., is planning to purchase another site for an elevator and to run a spur of the railroad to it.

The Farmers' Galesburg Elevator Co., of Galesburg, Ill., has been incorporated with a capital stock of \$5,000 by W. H. Pankey, W. E. Culver, J. H. Atchison, Jeff. Dunn and S. V. Stuckey.

At a meeting of the stockholders of the Farmers' Grain Co., which was held recently, it was decided to tear down the old elevator at Pontiac, Ill., and erect a new one on the site of the south house.

The Farmers' Elevator at Anchor, Ill., which has been twice destroyed by fire, is being rebuilt by the Burrell Engineering and Construction Co., of Chicago and will have a 20-horsepower gasoline engine.

W. B. Cavanaugh of Bradford, Ill., has sold his elevator to W. R., and R. W. James. Possession will be given November 1. The transfer of the property was made through J. Maguire of Campus, Illinois.

The Berry-Breckenridge Farmers' Grain Co., of which Ira E. Mayer is manager, has reset the machinery on the first floor of the elevator at Breckenridge, Ill., in order to enable the handling of more grain.

McAllister & O'Connor have the contract for a new elevator for the Farmers' Elevator Co., at Meyers, Ill., capacity 30,000 bushels. It will be of cribbed construction with concrete foundation and be run by a 15 horsepower Fairbanks Gasoline Engine.

Secretary S. W. Strong of the Illinois Grain Dealers' Association reports the following recent changes among grain dealers of Illinois: Aldrich Grain Co. succeeds C. C. Aldrich & Sons, McLean Baldwin Grain Co. succeeds Baldwin Walker-Tankersley Co., Bloomington; Davis & Powell succeeds C. E. Davis, Arthur; Pearl City Grain Co. succeeds F. A. Guentner, Pearl City; Alden Diamond succeeds E. R. Hyndman, Capron; A. J. Hyland succeeds Hyland Bros., Belvidere; Frank Godwin succeeds Dalton City Grain Co., Dalton City; B. S. Williams & Co. succeeds O. P. Carroll, Putnam; Hammam Bros. succeeds Samuel & East, Milmine. The following new members are recorded: Tankersley & Co., Champaign; J. H. French, Champaign; Munson Bros., Windsor; Meyers & Shank, Pearl City; Evans Elevator Co., Decatur; Lipsey Grain Co., Lipsey.

SOUTHERN AND SOUTHWESTERN.

Waller & Co. has begun work on its elevator at Sturgis, Ky.

The Powell-Wright Grain Co. has bought a Western Warehouse Sheller for its plant at Carnegie, Okla.

The W. A. Chambers & Co., of Hopkinsville, Ky., has been incorporated with a capital stock of \$50,000.

Work on the concrete elevator at Texas City, Texas, has been completed. The house will cost about \$250,000.

The new concrete warehouse of the Birmingham Grain Co., at Birmingham, Ala., has been practically completed.

The Kenyon Coal & Grain Co., headed by Mr. Kenyon, a well known grain dealer, has moved into its new offices at Amarillo, Texas.

Davis & Sheffield, who have been in the grain business for eight years at Alvin, Texas, have dissolved partnership. Mr. Davis will continue the business.

The American Terminal Warehouse Corporation has awarded a contract to I. J. Smith Co. and W. T. Lindsey for the erection of an elevator at Richmond, Va.

The Southern States Grain and Feed Co. has been incorporated at Nashville, Tenn., by C. Keith Vaughn, Thos. A. Vaughn, Joe H. Weaver and Verner Tolmie.

The Jacksboro Mill & Elevator Co., of Jacksboro, Texas, elected the following officers at its recent meeting: J. W. Knox, president; S. W. Wynes, secretary; J. P. Hackley, manager.

The Laws & Downey Grain Co., of Texarkana, Ark., has been incorporated with a capital stock of \$50,000. The following officers were chosen: President, G. W. Bottoms; vice president, Marshall

Northcutt; treasurer-secretary, T. A. Clark; manager, M. M. Laws.

The Laser Grain Co., of Clarksville, Ark., has been incorporated by Samuel Thomas, Albert and Alvin Laser, with a capital stock of \$15,000.

The Farmers' Gin & Elevator Co. is building a warehouse in connection with its elevator at Hinton, Okla.

The Farmers' Federation has acquired a 15,000 bushel elevator at Cherokee, Okla. It is equipped with an electric motor, a 10-horsepower International Engine and a Boss Car Loader.

The Matthews-Linton Grain Co. has taken possession of the Saunders & Briggs Elevator at Purcell, Okla., and the scales and cribs at Washington and Blanchard, Okla., which the company will operate in connection with its business at Chickasha.

Construction will begin December 1, on the large mill and elevator at Baton Rouge, La., which will be erected for the recently incorporated Baton Rouge Mill & Elevator Co. The plant will include a 120,000 bushel concrete tank elevator, a 40,000 bushel cribbed elevator, a two-story mill and warehouse and a second warehouse adjacent to the elevator. The officers of the company are: Alfred R. Barracks of Tuscola, Ill., president; W. H. Wenholz of Cicero, Ill., second vice-president, and E. E. Israel of Baton Rouge, secretary and treasurer.

J. I. Huffine will erect an elevator at Frederick, Okla.

MINNESOTA AND WISCONSIN.

Oli Lein is erecting an elevator at Las Qui Parle, Minn.

A new elevator will soon be completed at Trail City, Minn.

The new elevator at Medford, Wis., is rapidly nearing completion.

The new Woodworth Elevator at Melrose, Minn., is now open for business.

The Security Elevator at Gibbon, Minn., has been undergoing extensive repairs.

R. E. Jones of Wabash, Minn., has leased the elevator at Cockrane, Wis.

A new elevator will be erected at Somerset, Wis., as soon as a site can be chosen.

The addition to the Farmers' Elevator at Northfield, Minn., has been completed.

C. Rickert, of Yellow Bank, Minn., has completed his granary and elevator at that place.

The Farmers' Elevator at Twin Valley, Minn., has been opened with E. Bersagel as buyer.

John Buchanan has opened the elevator of the La Crosse Grain Co., at Oakland, Minn.

The De Wolf & Wells Elevator at Winnebago City, Minn., has been opened for business.

Fred Towler will soon break ground for the new elevator he intends to erect at Manannah, Minn.

O. W. Strom has bought out Dr. J. G. Ericson's interest in the Ericson Elevator at La Fayette, Minn.

The Paine Brother's Elevator at Milwaukee, Wis., is being razed by order of the building inspector. It was erected in 1870.

The Farmers' Elevator and Milling Co., at Granite Falls, Minn., has purchased an automatic scale to be used in its elevator.

The Getchell-Tanton Grain Co., of Minneapolis, intends to have a new elevator in operation at Pierz, Minn., by October 1.

The farmers near Fall Creek expect to organize an elevator company and either buy the Cargill Elevator or build a new one.

A new elevator is being erected at Walworth, Wis., by the Milwaukee Elevator Co., to take the place of the one recently burned.

Representatives of the Western Elevator Co., report that the company will soon extend its elevator holdings in Manitowoc, Wis.

The Farmers' Elevator Co., at Moorehead, Minn., recently purchased the plant of the Minneapolis & Northern Elevator Co., at that place.

The new 17,000 bushel elevator at Browndale, Minn., erected by the Hunting Elevator Co., to replace the one destroyed by fire, is now open for business.

Nineteen concrete elevators are in the course of construction for the Eagle Roller Mills at New Ulm, Minn. The total capacity will be about 600,000 bushels.

The Consolidated Elevator Co., of Duluth, Minn., is having a marine leg installed by the Barnett & Record Co., at a cost of \$9,000 and an hourly capacity of 10,000 bushels.

The Moulton & Evans Co., of Minneapolis, Minn., has been awarded the contract to erect a grain drying plant for the Milwaukee Grain and Feed Co.,

of Milwaukee, Wis., which will cost about \$40,000 and will be finished in December.

The Fairmont Farmers' Elevator Co., of Fairmont, Minn., has opened its elevator for business.

The elevator at Morton, Minn., which is owned by the Great Western Co., has been purchased by F. W. Orth and R. B. Henton, who intend to organize a farmers' elevator company.

The Lodi Grain Co. has purchased the grain and coal business of Isaac S. Caldwell, at Poynette, Wis. For the present the Caldwell warehouses will be conducted separate from the new elevator.

The Milwaukee Elevator Co. has let a contract to the Burrell Engineering & Construction Co., for the repairing of its house at Clinton, Wis., and the installation of a new gasoline engine and elevating legs.

Elevator "H" at Minneapolis, Minn., owned by the Sterling Elevator Co., which has gone into liquidation, has been sold to the Van Dusen-Harrington Co. The house has a capacity of 900,000 bushels, originally costing \$160,000.

OHIO, INDIANA AND MICHIGAN.

An elevator will soon be erected at Snyderville, Ohio.

The farmers intend to erect a new elevator at Mishawaka, Ind.

The new Farmers' Elevator at Wheatland, Ind., will soon be completed.

Howard Townsend has purchased the Watkins Elevator at Mingo, Ohio.

A new elevator is being built at Fletcher, Ohio, by the Fletcher Grain Co.

Taylor & Marx have sold their elevator at Wapakoneta, Ohio, to Sheets & Paul.

J. H. Price & Son have been making improvements on their elevator at Griffing, Ind.

Fred Welch, of Fenton, Mich., has purchased the C. H. Barrett Elevator at Owosso, Mich.

The Stockbridge Elevator Co., at Stockbridge, Mich., has been overhauled and repaired.

Otis Boyd has purchased the elevator at Larue, Ohio, which was owned by W. F. Johnston.

A \$10,000 elevator and warehouse will be erected at Monroe, Mich., by the Amendt Milling Co.

W. H. Haskell & Co. has begun the construction of a reinforced concrete elevator at Toledo, Ohio.

Thompson & Law will equip their elevator at Freeland, Mich., with a Hall Signaling Distributor.

The McCray, Morrison & Co., of Kentland, Ind., has completed the improvements on its plant there.

The Lambs Farmers' Elevator Co. has been incorporated at Lausing, Mich., with a capital stock of \$5,000.

The Hart Brothers & Co., of Saginaw, Mich., is installing a Hall Signaling Distributor in its elevator there.

The Clark Bros., of Hagerstown, Ind., have purchased the elevator at Fountain City, Ind., of George B. Harris.

The new elevator, which is being erected by the Farmers' Produce Co., at Cass City, Mich., will soon be completed.

The Ohio Hay & Grain Co. has completed its new elevator at Findlay, Ohio. It has a capacity of 100,000 bushels.

B. F. Turner, of Milan, Ohio, will build an elevator on the site of the old Star Mill at that place, in the near future.

The Seeds, Grain and Hay Co. intends to erect a large elevator at Columbus, Ohio, in place of the one recently burned.

W. W. Miller of Terre Haute, Ind., has purchased the mill and elevator at Williamsport, Ind., of Han & Co., for \$20,000.

A cleaner for wheat and clover seed has been installed in the elevator at Thorntown, Ind., which is owned by R. S. Stall & Co.

At a recent meeting the farmers decided to rebuild the elevator at Richville, Mich., which was destroyed by fire last August.

The firm of Strong & Mix at Eaton Rapids, Mich., has dissolved by mutual consent, but the operation of the elevator will be continued.

The new elevator being erected at St. Johns, Mich., will be completed November 1, at a cost of \$14,000. It will be equipped with grain cleaners, an oat clipper and other modern machinery, which is to be run by electric power.

A movement is on foot among the farmers around South Bend, Ind., to form a co-operative grain company and build an elevator of their own instead of using the one owned by the L. S. & M. S. R. R. Co., which is operated by Burrell & Morgan.

The Scircleville Grain Co., of Scircleville, Ind., has been incorporated with a capital stock of \$10,000, by L. C. Merritt, I. S. Snyder, O. M. Stroup, C. W. Ricketts and F. F. Scott. The company in-

tends to erect an elevator at this place in the near future.

The Northwestern Elevator and Mill Co. is erecting a 65,000-bushel concrete elevator in connection with its mill at Loudonville, Ohio.

The Union Elevator at Evansville, Ind., owned by Paul F. Kuhn, is one of his line of elevators which is being repaired. It has a capacity of 350,000 bushels.

The Hyman Grain Co., of Napoleon, Ohio, was recently incorporated by M. M. Hyman, H. Hirsch, E. Levy, J. Ackerman and N. Rothschild, with a capital stock of \$15,000.

The H. J. Cheney Co., of Grand Rapids, Mich., has changed management and the name is now Glenn R. Loveland Co. The Loveland & Hinyan Co. is the controlling firm.

A project is under way to erect an elevator at Keystone, Ind., as soon as a site can be chosen. F. G. Haecker, formerly of the Petroleum Grain Co., at Petroleum, is heading the movement.

A grain elevator of 44,000 bushels capacity will be erected two miles from Attica, Ind., on the farm of F. A. Nave. The house will have two legs, two dumps and a 25-horsepower gasoline engine.

The Herron-Patterson & Co. has let a contract for the removal of one of its elevators at Freeland Park, Ind., to Hallach. The new equipment will consist of a 20-horsepower gasoline engine, and an ear corn crib.

The old warehouse at Urbana, Ohio, which is owned by Dr. S. M. Mosgrove and Miss Emma Mosgrove and which was operated as a grain elevator for many years by E. T. Woodcock, is being remodeled by Alden Beatley and others of Urbana, and will be ready for the fall business. It is being raised and enlarged and equipped with modern machinery.

WESTERN.

Baker, Mont., now has a 35,000-bushel elevator.

An elevator is being erected by J. L. Monda at Great Falls, Mont.

E. E. Stickney & Son have succeeded Dillard & Gaston, of Springfield, Ore.

A new 20,000 bushel elevator has been erected at Rexburg, Idaho, for Miller Bros.

A new elevator of 100,000 bushels' capacity is being erected at Mansfield, Wash.

Work on the 50,000-bushel elevator at Fallon, Mont., is fast nearing completion.

The W. O. Kay & Co. are building a 100,000 bushel elevator at Cache Junction, Utah.

The Ashtown Mill & Elevator Co., has completed a 60,000 bushel elevator at Ashton, Idaho.

The Western Lumber & Grain Co. of Glengarry, Mont., recently built a warehouse at that place.

The Seattle Grain Co. of Nemo (Odessa P. O.), has completed a large warehouse at that point.

The Farmers' Elevator Co., recently purchased the McCaull-Webster Elevator at Benchland, Mont.

The Inland Grain Co. of Portland, Ore., has been dissolved, Otto Kettenbach will continue the business.

A. R. Miller & Co., of Clatskanie, Ore., have dissolved. A. R. Miller will continue the business alone.

The Farmers' Elevator Co. of Pleasant Lake, N. D., intends to build an elevator at Hedges (Yale P. O.), Mont.

The Seattle Grain Co. is erecting a new warehouse at Reardan, Wash., of which J. F. Griffith will have charge.

The Balfour, Guthrie & Co. has received its lease on the grain warehouse at Tacoma, Wash., now occupied by this firm.

The Keith Grain Co. is building a new warehouse at American Falls, Idaho, which will have a capacity of 20,000 bushels.

The Interior Warehouse Co. has recently completed a large addition to its warehouse at Ho (Vollmer P. O.), Idaho.

C. F. Lloyd has bought the plant of the Spokane Grain & Milling Co., at Latah, Wash. The elevator has a capacity of 200,000 bushels.

The Hemet Warehouse Co., of Hemet, Cal., has sold out to Rather Bros. The plant consists of five large warehouses and a roller mill.

The Minneapolis Steel & Machinery Co., of Ogden, Utah, has contracts to erect elevators at Weston and Trenton, Utah, and Malad, Idaho.

The J. L. Craib Co., of Seattle, Wash., has been incorporated with a capital stock of \$50,000 by J. L. Craib, E. L. Hopkins and J. E. McCallum.

The J. C. Kinney Elevator Co., of Wibaux, Mont., has been incorporated by J. C. Kinney, A. L. Davie and A. Pickering, with a capital stock of \$10,000.

The newly organized Broadwater Elevator Co. has opened its new elevator at Townsend, Mont.,

and Mr. Finch, of Iowa, will assume the management.

A 30,000-bushel elevator is being erected by the Hanson & Borzen Elevator Co., at Homestead, Mont.

EASTERN.

The Berkshire Coal & Grain Co., has opened a branch office at Pittsfield, Mass., and will carry on a wholesale business.

Yager & Wagner, of the Borough of Queens, New York City, N. Y., have been incorporated by Frank Yager, N. Y. Flushing and Geo. F. Wagner.

A new elevator is being built at Buffalo, N. Y., for the Spencer Kellogg Co. It is constructed of reinforced concrete and will have a capacity of 1,000,000 bushels.

The Monarch Engineering Co. has completed the concrete elevator and mill for the Buffalo Cereal Co. The storage capacity of the elevator is 125,000 bushels.

The Boston Hay & Grain Co., of Chelsea, Mass., has been incorporated with a capital stock of \$10,000, by M. D. Flattery, Charles E. Howe and Georgianna A. Flattery.

President Bush, of the Western Maryland R. R., states that there is a project under way to erect an elevator or two at Baltimore, Md., but nothing definite has been decided upon.

The Boston & Albany R. R. Co. has completed its new 1,000,000 bushel elevator at Boston, Mass., at a cost of \$1,000,000. The building is constructed of concrete, brick and steel and has the most modern machinery.

A new firm has been incorporated at New York City, N. Y., under the name of Otto Kreusch, with a capital stock of \$25,000. The incorporators were Otto Kreusch, one of the creditors of the defunct Durand & Elmore Co., and J. H. Browne and Edgar N. Dollin.

The Prescott Elevator across the river from Ogdensburg, N. Y., has secured the handling of the grain which formerly passed through the elevator of the Ogdensburg Terminal Co., which recently burned. The Terminal Co. intends to rebuild its elevator in a short time. The new house will have a capacity of 500,000 bushels and a marine leg which will hold 18,000 bushels.

IOWA.

D. B. Athey is erecting an elevator at Carroll, Iowa.

The elevator at Buck Grove, Iowa, was finished a short time ago.

The elevator at Struble, Iowa, has been practically completed.

The Button Elevator at Sioux Rapids, Iowa, has been greatly improved.

The new Dunlap Elevator at Fontanelle, Iowa, is being built rapidly.

The North Side Elevator at Calliope, Iowa, is now open for business.

The De Wolf & Wells Grain Co. has bought the Bowen & Regur Elevator at Royal, Iowa.

The Betts Elevator Co. has installed a gasoline engine in its new elevator at Alton, Iowa.

The Farmers' Co-operative Association of Boyden, Iowa, has purchased a second elevator at that place.

H. A. Wambean, formerly of Bolan, Iowa, has again purchased an interest in the elevator at that place.

The L. J. Button Elevator Co. has purchased the elevator at Plessis, Iowa, from the Reliance Elevator Co.

The elevator at Creston, Iowa, owned by the Gault Bros., which was recently destroyed by fire, will be rebuilt.

The Cavers Elevator Co. has installed a new 7-bushel Sonander Automatic Bagger in its plant at Council Bluffs, Iowa.

Sarah C. McElrath recently transferred her half interest in an elevator at Merville, Iowa, to Ralph McElrath for \$1,000.

The elevator at Sexton, Iowa, has been overhauled and repaired. The house is owned by the Hunting Elevator Co.

Pitt Plummer has taken possession of the elevator and lumber yard at Hillsboro, Iowa, which he recently purchased from Hixson Bros.

B. C. Ragan has sold his elevator at Le Mars, Iowa, to Noc Wellong, who is tearing down the house and intends to use the lumber for an ice house.

The elevator at Ida Grove, Iowa, has been remodeled and the machinery overhauled. A new office building has been erected and a new scales installed.

The Hynes Grain Co., of Omaha, Nebr., recently purchased the line of elevators owned by the Iowa Elevator Co., of Fort Dodge, Iowa. The elevators

are located at Wightman, Evanston, Vincent, Meservey, Thornton and Belmont, Iowa, and Varco, Minn.

Mayor F. E. Smith has sold his elevator at Whiting, Iowa, together with eighty acres of land, to A. B. Elliott, who took possession October 1.

The Neola Elevator Co. is getting its elevator at Fond, Iowa, in shape, after being idle since last winter. Otto Ripsch, the new manager, is overseeing the work.

The Farmers' Elevator Co., of Brunsville, Iowa, has been incorporated by C. H. Mammen, L. W. Borchers, Arthur Erickson and others, with a capital stock of \$10,000.

The Farmers' Grain Co., of Moorland, Iowa, has been incorporated by J. F. Adamson, Frank Hayek, F. G. Cochran, R. Kaplan, I. Bird and J. C. Butzier, with a capital stock of \$2,000.

D. A. Chalmers has begun work on the new elevator to be erected at Washington, Iowa, on the site of the one which was destroyed by fire. The damaged grain in the building is being sold as hog and chicken feed.

MISSOURI, KANSAS AND NEBRASKA.

The new elevator at Cook, Nebr., has been completed.

The new elevator at Oneonta, Kan., is nearing completion.

August Strassner will build an elevator at Etlah, Mo., in the spring.

Robert White has sold his warehouse at Knox City, Mo., to J. L. Cornelius.

J. J. Kolp has installed a Western Pitless Sheller in his elevator at Warrensburg, Mo.

T. J. O'Connor of Homer, Nebr., has purchased the King Traux Elevator at that place.

The elevator has been rebuilt at Newcastle, Nebr., which is owned by the Anchor Grain Co.

P. O. Pearl of Marysville, Kan., has sold his elevator at that place to J. S. Van Zandt.

An addition to the elevator of the Nebraska Elevator Co., at Ruskin, Nebr., is being built.

The Omaha Elevator Co., of Omaha, Nebr., has been repairing its elevator at Elkhorn, Nebr.

The Peoples' Elevator Co. has installed a new wagon scale in its elevator at Rich Hill, Mo.

The seed elevators owned by J. C. Robinson Seed Co., of Waterloo, Nebr., have been remodeled.

The W. T. Barstow Grain Co. will install a new automatic scale in its elevator at Belfast, Nebr.

J. H. Dougan & Sons of Perry, Kan., have purchased the elevator of W. M. Cardwell at Perry.

The Farmers' Grain & Lumber Co., of Kensington, Kan., has been incorporated with a capital stock of \$12,000.

E. J. Tucker has leased the elevator at Howe, Nebr., formerly operated by the Baker Crowell Grain Co.

The Tipscomb Grain, Seed & Coal Co., of Liberal, Mo., has increased its capital stock from \$20,000 to \$30,000.

The Blodgett Elevator and Grain Co. is equipping its elevator at Blodgett, Mo., with a Hall Signaling Distributor.

Fred Williams has let the contract for the erection of a 16,000 bushel elevator on his farm near Marion, Kan.

Harry Wagner has sold his interest in the seed and grain business at Beloit, Kan., to his partner, J. R. Harmon.

D. H. Clark intends to build an addition to his elevator at Galt, Mo., which will make the capacity about 20,000 bushels.

The Cavers Elevator Co., of Omaha, Nebr., has installed a Sonander Automatic Scale & Bagger in its house at that place.

The Ewart Grain Co., of Lincoln, Nebr., has leased the Farmers' Elevator, of Loup City, and put G. H. Dunn in charge.

At a meeting of the Farmers' Elevator Co., at Wilber, Nebr., it was decided to erect a new elevator building to replace the old one.

The new 12,000-bushel elevator at Norway, Kan., which is being built by the Norway Farmers' Elevator Co., is fast nearing completion.

A Farmers' Elevator Co. has been organized at Froid, Nebr., with a capital stock of \$10,000, by J. P. Miller, J. H. Holly and others.

The Valley Center Alfalfa Mill & Grain Co., will erect a grain elevator at Valley Center, Kan., which will have a capacity of 10,000 bushels.

J. E. Clark recently tore down his old elevator at Walnut, Kan., and has built a new 15,000 bushel house equipped with a 25-horsepower gasoline engine, a gyrating cleaner, a Bousher Corn and Cob

Crusher and an over discharging corn sheller. The elevator is iron clad with solid concrete basement.

The T. B. Hord Grain Co., with main offices at Central City, Nebr., has installed another automatic scale in its elevator at Columbus, Nebr.

F. B. Enyart has leased the elevator of the Bartling Grain Co., at Douglas, Nebr., which gives him possession of two elevators in that place.

The Farmers' Elevator Co. has bought the elevator of the McCaull-Webster Elevator Co., at Rosalie, Nebr., and took possession September 19.

F. A. Derby of Sabetha, Kan., has purchased and taken possession of the elevator at Bern, and has also leased the Samuelson elevator at Hiawatha, Kan.

The Chester Farmers' Elevator Co., at Chester, Nebr., was recently incorporated by H. Kuhlmann, A. Richards, W. P. Duey and H. W. Farr, with a capital stock of \$12,000.

J. N. Fike recently completed his new 25,000 bushel elevator at Le Vant, Kan. It is equipped with a gasoline engine, a wagon scale, an automatic scale and a wagon dump.

Mr. Vincent of Omaha, Phillips of Pleasanton, and Johnson of Kearney, Nebr., have organized a company and decided to build an elevator at Elyria, Nebr., to cost about \$4,200.

The Pendleton Grain Co., of St. Louis, Mo., has purchased the Western Elevator at East St. Louis, Ill., and the one at St. Louis, Mo., which was owned by the P. P. Williams Grain Co.

Chas. H. Klindig, Cal. Hoppold and R. L. McMullin are the incorporators of the lately organized Hall County Grain Co., at Doniphan, Nebr. The capital stock of the company is \$7,500.

The Farmers' Co-operative Grain Co., of Edgar, Nebr., has filed a petition with the State Board of Railway Commissioners asking them to compel the Burlington Railroad to lay a switch to Edgar.

H. H. Mann, agent for the Central Granaries Co., at Holdrege, Nebr., reports that the company intends to erect a storage elevator to replace the big elevator, which was destroyed by fire last year.

W. M. Cardwell has purchased of the Midland Elevator Co., of Kansas City, Mo., elevators at Grantville, Cairo, and Bellevue, Kan., all on the Union Pacific Railroad. Mr. Cardwell will make his headquarters at Topeka, Kan.

The Morrison Grain Co., of Kansas City, Mo., which operates elevators in nine Kansas towns, has applied to the Circuit Court for a dissolution of the corporation. R. T. Morrison and J. L. Morrison are stockholders and the company had a capital stock of \$10,000.

The new elevator which was built for the Farmers' Elevator Co., at Lincoln, Nebr., has been completed and is equipped with a 12-horsepower engine, a cleaning machine, automatic scales besides other modern machinery, making the total cost of the plant about \$6,000.

THE DAKOTAS.

A new elevator is being erected at Thorson, N. D. The elevator at Gascoyne, N. D., has resumed business.

Mr. Flahaven has rented the Taylor Elevator at Dumseith, N. D.

A 30,000-bushel elevator is being constructed at Marmarth, N. D.

The new elevator at Fort Rice, N. D., was recently completed.

The Farmers' Elevator at Wolsey, S. D., is now in operation again.

G. H. Cross has purchased the Farmers' Elevator at Hartland, N. D.

The Farmers' Elevator at Houghton, S. D., will soon be completed.

The C. O. Danuser's Elevator at Adrian, N. D., has been completed.

The Powers Elevator Co. is building an elevator at Gladstone, N. D.

The Farmers' Elevator Co. has opened its elevator at Medina, N. D.

G. H. Cross has purchased the Farmers' Elevator at Hartland, N. D.

The St. Anthony & Dakota Elevator Co. has closed its house at Hope, N. D.

J. F. Harnden has taken charge of the Lyon Elevator at Glen Ullin, N. D.

The Acme Grain Co. is making repairs on its elevator at Hastings, N. D.

The elevator at Flasher, N. D., has been completed and is receiving grain.

The Farmers' Elevator Co., of Turton, S. D., is building an elevator at that place.

The Billings County Mercantile Co. has completed its elevator at Sentinel Butte, N. D.

The Martin Grain Co., of Lakota, N. D., has been incorporated by Wm. C. Fairbanks, J. M. Hartin,

J. W. Bliss, all of Lakota, with a capital stock of \$25,000.

The elevator at Stover, N. D., has been bought by C. O. Johnson from the McCabe Bros.

Fred Wegehaupt has purchased the elevator at Parkston, S. D.

Paul Meyer, owner of the Washburn Feed & Grain Elevator at Washburn, N. D., has sold his plant to Karl Klein & Co.

The Tolstoy Grain & Merchandise Co., of Tolstoy, S. D., has purchased the elevator of the Independent Elevator Co., of Onaka, S. D.

Jens Peterson has leased the Rothsay Elevator at Bowbells, N. D., for the ensuing year, and has put George Dolphin in charge.

The Powers Elevator Co., and the Andrews Grain Co., have not opened their elevators at Josephine, N. D., on account of high crops.

Byron Farrell and Fred Hanneman have purchased the elevator owned by the Abraham & Schultz Co., at Wentworth, S. D.

The Lahart Elevator Co. is erecting an elevator at South Heart, N. D., which will be the second elevator built at that place this fall.

The Consolidated Coal Co., of Dickinson, N. D., has decided to build an elevator at Scranton, as the farmers have given up the project.

The elevator at Twin Brooks, S. D., which is owned by the Reliance Elevator Co., will be rebuilt. The house was destroyed by fire last August.

Sam Koppang and Willis Story have purchased the 50,000-bushel elevator at Stanley, N. D., which was owned by the St. Anthony & Dakota Elevator Co.

Articles of incorporation have been filed at Pierre, S. D., for the Castlewood Co-operative Grain Co., by H. H. Curtis, W. B. Boswell and W. N. Skinner. The capital stock is \$5,000.

Mr. Hedahl and McFadden recently made arrangements with Mr. Regan and Lyness to lease their elevator at Fessenden, N. D., and have opened for business with James Rice as manager.

A. A. Tomlinson, S. A. Olsness, Wm. G. Milne and H. P. Halverson, all of Sheyenne, N. D., have incorporated the Equity Elevator and Trading Co., at that place, with a capital stock of \$25,000.

The organization of the Farmers' Elevator Co., at Crandall, S. D., has been completed and C. W. Anderson was elected president; D. J. Bartell, vice president, and John Huber, secretary and treasurer.

The Glynn Brothers, together with Will and Frank Wade, have let a contract to V. E. Forrest & Co., of Scotland, S. D., to erect an elevator at Tabor, S. D., which will contain a Hall Signaling Distributor.

CANADIAN.

The Anchor Elevator Co. has erected an elevator at Invermay, Sask.

R. A. Box, a grain dealer of Grenfell, Sask., recently suffered a fire loss.

The Galbraith, Bacon & Co. is planning to erect a warehouse at Kittitas, Man.

A. W. Carveth intends to build an elevator at Orono, Ont., in the near future.

A large elevator has been erected at Canfield, Ont., by the Tavistock Milling Co.

James Richardson & Sons, of Winnipeg, Man., are building an elevator at Gadsby, Alta.

The Prairie Elevator Co., has bought the elevator at Fort Saskatchewan, Alta., of the Alberta Grain Co.

A new grain firm under the name of MacLennan Bros., at Winnipeg, Man., with a capital stock of \$50,000.

The elevator of the G. T. P. Elevator Co., at Fort William, Ont., was opened for the first time September 9.

The Burn Grain Co., of Sedgwick, Alta., has been incorporated as a limited company with a capital stock of \$100,000.

The Security Elevator Co. has begun the construction of an elevator on the G. T. P. siding at Camrose, Alta.

The Manitoba Elevator Commission has purchased the Export Elevator Co.'s elevator at Gilbert Plains, Man.

The Security Elevator Co., of Rivers, Man., has sold its elevator at that place to the Manitoba Elevator Commission.

The Imperial Elevator and Lumber Co., will not rebuild its elevator at Crossfields, Alta., this season. The house burned last July.

The elevator commission intends to move the elevator at Gretna, Man., to a place where it will be of more value as a storehouse.

The Montreal Grain Elevating Co., of Montreal, Que., has appointed A. MacDouglas, managing director, T. A. Crane, R. Redford, B. McLennan and A. G. Thompson liquidators to wind up the com-

pany's affairs voluntarily according to a resolution May 30.

W. R. Cummings will erect a reinforced concrete elevator and feed mill at Ottawa, Ont.

The Manitoba Elevator Commission of Manson, Man., has purchased the elevator at that place from the McLaughlin Elevator Co.

The Canadian Pacific Railway Co. has erected a large elevator at Victoria Harbor, Ont., which was opened for business early in October.

The new elevator recently built by the Maple Leaf Milling Co., at Viscount, Sask., has been opened under the management of H. L. Wolf.

The Alberta British Columbia Grain & Supply Co., of Vancouver, has opened a branch office at Calgary, Alta., under the supervision of A. G. D. Kittson.

The Brown Brothers Elevator Co. has been incorporated under the N. W. T. Companies Ordinance, with a capital stock of \$10,000 and offices at Regina, Sask.

The Suplee Elevator Co. has been granted a license to do business in the province of Quebec, with its chief place of business at Montreal. R. F. Ogilvie is principal agent.

Work has been started on the 30,000 bushel elevator at Calgary, Alta., which is to be erected for the Cummings Grain Co. on the site of the Imperial Elevator, destroyed by fire last fall.

Work on the new elevator at Montreal, which is being erected by the Montreal Harbor Commissioners, is progressing rapidly. The structure is being built on a bed of concrete reinforced with steel.

The Cummings Grain Co. is building an elevator at Sedgwick, Alta., on the cement foundation of the Imperial Elevator, which burned last fall. The new house will have a capacity of 30,000 bushels.

The Manitoba Elevator Commission has purchased three elevators from the Western Elevator Co., the Winnipeg Elevator Co., and the Farmers' Elevator Co., all of which are situated at Underhill, Man., and have a combined capacity of 105,000 bushels. Only one of these will be opened for business this year.

The Dominion Millers' Association passed resolutions September 2, at its meeting in Toronto, Ont., that the Association, together with the Grain Growers' Association of the Northwest and exporters, should make proper representation to the Government towards taking over the terminal elevators at Fort William and Port Arthur.

The W. B. McKay Co. has been incorporated under the New Brunswick Companies Act, with a capital stock of \$49,000, to purchase and carry on the business of the W. B. McKay & Co., which was being conducted at Sussex, N. B. The new company will build and operate elevators. The provisional directors are W. B. McKay, C. D. Davis, G. B. McKay, C. H. Perry and M. McKay.

TOLEDO LETTER.

BY E. F. BAKER.

Wheat receipts have dropped off materially recently, the aggregate for the past week (ending 5th) being but 29,000 bushels. The market generally has been quiet for some days, and export business has been almost wholly out of consideration. An effort is being made to find a market in Paris, and samples of wheat have been sent to that point, where it is claimed practically nothing but soft winter wheat is used. The quality offered by many Atlantic seaboard points has proven unsatisfactory, and it is hoped that the French notion of wheat qualities may be met in this market. Owing to the light receipts, wheat stocks decreased about 71,000 bushels last week, present estimates placing the available supply here at 1,598,270 bushels. There has been a fair milling demand and shipments for this purpose during the week amounted to 63,200 bushels. Cash wheat closed Saturday on Exchange at 99 cents, a decline of a half cent from the prices of the previous day, and 21 cents under a year ago. According to the figures of the State Board of Agriculture the total Ohio wheat crop aggregated 31,229,599 bushels, an average of sixteen bushels per acre and an increase of about 4,000,000 bushels over the preceding year. Growing wheat presents a pleasant prospect nearly all over Ohio. A few sections have recently been visited by damaging rains with floods which have resulted in heavy loss not only to wheat, but to this year's corn crop, but the area is very limited and will have little effect upon the totals. Weather has been ideal and wheat has made splendid progress, and will go into the winter months strong and healthy. The greatest handicap now is the lack of export trade in both wheat and flour. Toledo mills, however, have made a splendid showing, with an output of 103,500 barrels as against 199,400 a year ago during the month of September.

Recent reports of corn conditions in Ohio show that the crop will not come up to earlier expectations. Present estimates place the yield about 40,000,000 bushels below that of last year, owing largely to cool, wet weather at planting time and summer droughts.

It is beyond the reach of damaging frosts, and while the new product has not yet shown up on the market it promises to be of better quality. There has been an active trade here recently, farmers and small elevators selling to make room for the new crop. About 77,000 bushels came in last week, but light outside demand was responsible for an increase in the supply to a total of 80,441 bushels. Cash corn closed Saturday at 53½¢ as against 64¢ a year ago.

On the other hand oats stocks here were cut down over 83,000 bushels last week, by the heavy call from Eastern points, and shipments amounting to nearly 104,000 bushels, leaving a total according to estimates of 398,382 bushels on hand. This year's production is estimated at 54,094,054 bushels in Ohio, an increase of about 5,000,000 bushels over the figures of 1909. The quality has also been first-class and no complaints are heard on that score. Cash oats closed Saturday at 35½¢.

Ohio grain shippers are interested in the recent action of the railway companies, which on October 1 dissolved the demurrage bureaus which for years have been maintained in Toledo, Cincinnati, Cleveland and Columbus. The Toledo Demurrage Bureau, which for the past twenty years has had charge of the business of nineteen railways, has been closed, and H. M. Elliot, who for the past four years has been in charge of the office, has accepted employment with one of the railroad companies individually. The T. & O. C. and several other railways have established their own bureaus; but a movement is on foot looking to the ultimate establishing of a state demurrage bureau, thus effectually reducing the expense of this department. Committees representing the officials of the various companies already have been selected and have the matter under advisement. The reason given for the dissolution of the various bureaus is the fact that the uniform demurrage code has been adopted by the Commerce Commission, thus making the work largely routine.

W. H. Haskell & Co., Toledo, grain dealers, are constructing a large re-inforced concrete elevator for the storage and handling of corn. It will have a capacity for 60,000 bushels and will be one of the most modern in the country. Not a stick of wood will enter into its construction, which will be strictly fireproof. It will have four concrete tanks each with a capacity of 11,800 bushels, a center bin of 6,500 bushels, and three side bins of 2,100 bushels each. The plant, which is already under way, will be located on Nebraska avenue adjoining the old plant, and will be for private use.

After suffering for two weeks as the result of a stroke of paralysis, C. L. Cutter, died recently at his old home in Boston. He was formerly manager of the National Milling Co., of Toledo. He lived in this city for about seventeen years, having left here about two years ago. He was presiding officer of the Toledo Produce Exchange in 1906, and had many friends in local grain and milling circles. He was 72 years of age, and is survived by a widow and a son, Albert D. Cutter, a prominent miller at Boise, Idaho.

Incorporation papers have been granted to the Wagoner Milling Co., of Toledo. The concern which will take over the business formerly conducted by George W. Wagoner, at Oak Street, has an authorized capital stock of \$50,000. The incorporators are George W. Wagoner, Joseph J. Heilman, John H. O'Leary, F. G. Wagoner and William Hemminger. A new flour mill will be erected and the business otherwise enlarged. It will be continued under the same management.

The meeting of the Northwestern Ohio Hay and Grain Dealers' Association, held last week at the Boody House, Toledo, was well attended, about seventy members being present. An interesting and profitable program, including addresses by President Edwin L. Camp of the Produce Exchange and F. O. Paddock, was carried out. The organization consists of firms controlling country elevators, in this section. W. T. Dalby, of Delphos, O., is president, and T. P. Riddle, of Ft. Wayne, is secretary of the organization.

David B. Anderson, president and manager of the National Milling Co., made a recent trip to Duluth, with a view of arranging for the shipment of several cargoes of wheat before the close of the navigation season. The concern has already received several cargoes this season.

Because he is alleged to have represented to Banner Pontius and C. H. Gable, hay merchants of Gilboa, O., that he represented the Evans Hay Co., of Tiffin, O., and that the assets of the concern exceeded its obligations by \$50,000, whereas the concern was insolvent at the time, John J. Maher, living near Toledo, was arrested on a charge of obtaining money under false pretenses. A block of thirty shares of stock at \$100 per share is said to have been unloaded.

Edmund C. King and Miss Julia Dent Grant were married recently at the home of the bride's aunt in Adrian, Mich. Mr. King's father, C. A. King, established the commission house of C. A. King & Co. in Toledo more than fifty years ago. The groom is now a prominent lumberman at Portland, Ore., and the bride is a grand-daughter of former President U. S. Grant.

A. F. Files of Indianapolis was a recent visitor in Toledo. On October 1 he removed to Evansville, Ind., to become secretary of the W. H. Small Co., extensive dealers in timothy and clover seed.

The Hyman Grain Co., of Napoleon, O., has been incorporated by Max M. Hyman, Harry Hirsch, Emil Levy, Jerome Ackerman and Nathan Rothschild. The concern will engage in the grain business in that section. It has a capital stock of \$15,000, in shares of \$100 each.

W. H. Morehouse has returned from an extensive automobile trip in the East. While enroute he traveled in New York, several of the New England States and Canada.

A number of Toledo grain dealers and millers are in attendance at the meeting of the National Grain Dealers' Association, in Chicago, this week. Among those attending from here are E. L. Southworth, Henry L. Goemann, Fred Mayer, M. Mennel, E. L. Camp, J. F. Courcier, J. W. Young and E. H. Culver. Fred Mayer appears on the program for an address on Tuesday.

ST. LOUIS AND MIDDLE WEST GRAIN AND FEED NOTES.

BY L. C. BREED.

The board of directors of the St. Louis Merchants' Exchange has appropriated \$200 towards the expense of presenting the St. Louis shippers' views before the Interstate Commerce Commission in reference to an increase in the rates of freight.

W. B. Christian has been appointed to succeed the late T. B. Morten on the complaints committee of the Exchange and S. A. Whitehead has been appointed chairman of the same committee.

The J. L. Wright Grain Company, a cash grain house with offices in the Exchange Building, suspended business on September 16. It is said that the business of the company had been conducted at a loss for several months, and that the suspension was designed to prevent further loss. The loss to creditors is represented to be small.

One of the largest single shipments of corn ever made here left recently for Mexico, the same being 37 cars, containing 40,000 bushels. The sale was made by the Langenburg & Bro. Commission Company, and Henry Langenburg, a member of the firm, accompanied the shipment to insure the arrival of the consignment by October 1, in order to escape the new import duty which went into effect on that date.

The St. Louis Grain Club gave the first regular monthly banquet and meeting following the summer vacation at the Planters' Hotel. President J. E. Messmore presided and fifty members attended.

President Cochran of the Merchants' Exchange has been officially notified of his selection as chairman of the better seed committee, provided for at the last convention of the Council of North American Grain Exchanges. The work of the committee is to increase the production of the farms by improving the seed; and the first work will be to locate the good seed, getting into touch with the experiment stations to discover where the surplus and where the deficiency is, and to draw on the surplus.

At a recent fire in the elevator of the Columbia Hay, Feed and Grain Company, Theresa Avenue, St. Louis, two horses were burned and considerable other damage suffered by the company.

Several members of the Board of Trade of Cairo, Ill., recently visited the Merchants' Exchange, being introduced by W. A. Gardner. They had been to Springfield, Ill., where they appeared before the Railroad and Warehouse Commissioners to announce the refusal of the Cairo Board of Trade to merge their inspection and weighing department with that conducted by the Commission, as proposed by the Illinois Grain Dealers' Association. In the party were H. S. Antrim, president of the Board of Trade, J. B. Magee and H. S. Halliday, directors, and W. S. Powell, chief inspector.

Haney Prindiville & Wise, Monticello, Mo., have purchased of the Canton Elevator and Grain Company the Comely warehouse and Hetzler building and scales for \$4,000.

The elevator plant of the Missouri and Kansas Grain Company, Neosho, Mo., was slightly damaged by fire September 10. The blaze is supposed to have originated from a hot pulley in the dryer.

The corn cob pipe factories at Fulton, Mo., are distributing seed corn with a lavish hand and pay the farmers liberally for the cobs.

Word comes from Columbia, Mo., that the prize cow of Josephine, Mo., at the University of Missouri, has broken the world's record for the production of milk for a period of eight months. In that time she has given 21,698 pounds.

L. C. Paul, Waterloo, Ia., has again assumed the management of the feed business conducted by Martin Nelson.

Ed. Hoover, Belle Plain, Ia., has bought out the feed business of John Hughes, corner of Tenth Avenue and Twelfth Street.

Knipp & Roth, Waterloo, Ia., flour and feed dealers and grinders, have disposed of their business

located on East Sixth Street to A. Burger & Son, of Fairbank, Ia., who will continue same.

Jacob Pohl & Son, Coulter, Ia., have sold their elevator to H. P. and Hans Hanson, who have taken possession of the property. This elevator was erected by Mr. Pohl when the town was first platted.

The movement for the launching of a farmers' co-operative elevator company at Marshalltown, Ia., is rapidly taking form. It is planned to capitalize the company at \$10,000. Of this amount \$7,000 has already been subscribed.

The large elevator owned by D. A. Chalmers, Washington, Ia., was struck by lightning September 12 and burned. Between 15,000 and 18,000 bushels of grain were destroyed, but the lower part of the building was saved.

Mayor F. E. Smith, Marshalltown, Ia., proprietor of the Smith Elevator, has disposed of the same to A. B. Elliott, who has assumed the business and retained R. L. Foss as manager.

The corn canning factory at Storm Lake, Ia., is now canning corn. Over 120,000 cans are put up in a day and during the season the output of the factory will be 3,500,000 cans.

The firm of McClintock & Young, Palo, Ia., grain, hay and live stock dealers, is in process of being dissolved through the application of J. W. McClintock for a receiver. The reason assigned is that the partners cannot get along together.

The O. T. Hulburd & Company's elevator, Marshalltown, Ia., has passed into the hands of J. E. Bosserman.

Articles of incorporation have been granted to the Hillsboro Grain Company, of Hillsboro, Ill., a company recently organized with a capital stock of \$12,000, one-half of which has been paid. The officers are A. J. Callaghan, president; Isaac Hill, secretary, and T. H. King, treasurer. The company will erect an elevator on the west side of the Big Four Railroad and a switch will be built connecting the elevator with the main line of that road. The elevator is to have a capacity of from 25,000 to 35,000 bushels.

The elevator of Sharp & Ernst, Will, Ill., was destroyed by fire September 16. The loss was \$1,500, partly covered by insurance.

The Bushton Grain and Supply Company, Sterling, Ill., has just completed a large hay shed.

A meeting of the directors of the new Farmers' Elevator Company at Meyers Station, Ill., was held recently for the purpose of considering the bids for the erection of an elevator. The company was organized last August, with a capital stock of \$10,000.

The movement to establish a farmers' elevator in Canton, Ill., is rapidly coming to a head, most of the stock being already subscribed for. It is expected a site for an elevator will be selected, in case a purchase is not made of an elevator already in operation.

T. B. Hord, Central City, Neb., has disposed of his two elevators at Neligh, Neb. The Farmers' Elevator Company were the purchasers. Fred Thornton, local manager for several years of the Hord interests, has accepted a like position with the new company. Its officers are J. D. Hatfield, president; Hans Schutt, vice-president, and J. A. Minter, secretary.

The grain men of Omaha are taking a pardonable degree of pride in the development of their city as a grain market. The receipts are now about 45,000,000 bushels annually, and Omaha claims to be the second primary corn market, last year 22,000,000 bushels being received. The elevator capacity of the city is now over 6,000,000 bushels.

William Benefiel, Kingman, Kan., will erect a warehouse for use in his mill, feed and grain business.

During the severe rain storm of September 9 the Fort Scott elevator at Fort Scott, Kan., with 130 tons of grain and 115 tons of hay was destroyed by fire, resulting from lightning. The loss was \$30,000.

C. C. Geoffrey, lately with the Empire Grain Company, Wichita, Kan., has accepted a position with the Neving Grain Company.

The Topeka (Kan.) Journal states that a brand of whiskey now being made of Kaffir corn has, on account of so much Kaffir corn being raised in Kansas, been called "Kan-fer-Korn."

W. H. McFalls, Cherryvale, Kan., has sold his feed business and mill to W. H. Forsythe, of Independence, Kan.

Arthur Appling, Oxford, Kan., a leading grain dealer, 30 years of age, was fatally shot while attempting to pull his gun out of a buggy while on a hunting trip.

The leading grain dealers and millers of Topeka, Kan., recently visited Wichita for the purpose of looking into the workings of the Board of Trade of that city. The consensus of opinion was that while it was of benefit to Wichita, a Board of Trade for Topeka, with its limitations would not benefit the few grain handlers there in proportion to the expense of operating.

The new Norway Farmers' Elevator Company's elevator, Norway, Kan., is nearing completion. Its capacity is 12,000 bushels. Norway now has two

elevators and reports a big corn crop has been raised in that section.

The grain elevator occupied by E. C. Buchanan & Company on Clinton Street, Memphis, Tenn., was totally destroyed by fire October 5. The loss, including that of the Roberts & Hammer Grain Company, who also occupied the elevator property, is estimated at \$7,500. E. C. Buchanan & Company's estimated damage is \$60,000, partially covered by insurance, and the Roberts & Hammer Grain Company had a stock of \$15,000, fully covered by insurance. The cause of the fire is unknown.

Prominent grain dealers of Nashville, Tenn., recently visited Washington, D. C., for the purpose of testifying before the Interstate Commerce Commission in favor of Nashville in the case where Georgia firms claim that the practice of reshipping grain at Nashville is a discrimination against them.

The Chattanooga Times claims that the city is in need of elevator and warehouse accommodation, in consequence of which it is losing a large grain trade, Atlanta being in a position to encroach upon Chattanooga as a distributing point.

M. Shafer, Enid, Okla., will engage in the feed, hay and coal business at East Broadway and the Frisco track.

The warehouse of J. H. Thomas, Heavener, Okla., with its contents of flour, feed and hay, was destroyed by fire September 17. Mr. Thomas' loss is estimated at \$5,000.

Pierre Latourette, formerly of Little Rock, Ark., has removed to Jonesboro, and will engage in the feed business there. Mr. Latourette had formerly been a resident of Jonesboro, but for several years has been doing a grain business at Little Rock.

The Laws & Downey Grain Company, with a capital stock of \$50,000, was recently organized at Texarkana, Ark. The officers of the company are G. W. Bottoms, president; Marshall Northeutt, vice-president; T. A. Clark, secretary and treasurer; M. M. Laws, manager.

A. H. Traylor, Huntsville, Texas, will erect a grist mill and put the same into operation in a short time.

E. E. Whitmore and Wm. Lewis are engaged in putting up a grist mill at Eunice, Texas.

A new company under the style of Weingard, Latting & Tompkus has been organized in Orange, Texas, and will establish a mill for the manufacture of meal, grits, hominy and feed at West Orange. The building has just been completed and the machinery ordered.

HOLDING GRAIN.

The more I see of the grain business, says Harry Kress in one of his late "white letters," the more certain I am that the only safe and legitimate way to make a profit is to buy and sell your grain as fast as you [can] handle it. The lesson that we have to learn today is to make it easy to take a small loss rather than to hold for an advance. The shipper's trouble starts when he buys the farmer's grain that is not delivered for a week or ten days. Instead of selling this grain as soon as he has a carload bought he waits in many cases until the farmer finishes hauling. Here is where his fatal mistake occurs. If the market has declined a bit, he holds for a reaction instead of taking a small loss. He won't make it easy to take a small loss, but hangs on, with a larger loss, which finally forces him to take a greater loss.

You will find some big bulls among the country shippers. "The grain holding disease" is getting such a strong grip on some of the boys that it is time for us all to try to fight against it as much as possible. The writer is free to admit that he has been up against the game from A to Z, during the past ten years, and believes his experience entitles him to an opinion on the subject. God pity the man who sees no good in failure. Our greatest successes in the business world were built on this very thing.

The more difficulties that you have to encounter, within and without, the more significant and higher inspiration your life will be. If there were no difficulties, there would be no successes. Difficulties and trials strengthen the mind as exercise does the body; so that, after all, when Nature puts difficulties in your path she puts brains in your head; so you should welcome them with a grin and bear them with patience. Don't take life too seriously and don't be cast down by trials and difficulties. The brave, cheerful man will survive his blighted hopes and his disappointments, take them for just what they are—lessons and, perhaps, blessings in disguise—and will march boldly and cheerfully forward in the battle of life.

The farmers of Central Illinois have completed their harvest of broom corn and are disappointed that they are unable to realize the fancy prices they did when the crop was short. With a heavy crop in Illinois and other states, the price will range about \$75 to \$90 a ton.

THE EXCHANGES

The membership of the New Orleans Board of Trade on September 10 was 485 and is now at least 500.

The Detroit Board of Trade has designated The Detroit News as the official reporter of all transactions of the Board.

New officers of the Minneapolis Chamber of Commerce have been elected as follows: G. F. Piper, president, to succeed G. F. Ewe; J. R. Marfield, vice-president.

The members of the Omaha Grain Exchange spent September 15 at the Omaha Field Club, where a big bowling match was held before dinner, the losing team paying for the meal.

There were no contests for places on the boards of arbitration and of appeals. S. J. McCaull and C. D. Wagner were unanimously elected to the former and J. H. Riheldaffer and H. G. Dickey to the latter. F. A. Hallet, F. L. McCaull, W. O. Timerman and A. C. Loring were re-elected to the directorate and C. M. Case was elected as a new member.

Indemnities trading, new style, has not been of the "bargain day" vigor at Chicago, as there have been few buyers of insurance. There are also some technical questions to answer, as, for example, Does the purchase of insurance on a given trade hold good for the life of the indemnity sold or does it expire if the trade is previously closed out? and, Is the seller of insurance required to take out a state license as an insurance agent?

The annual meeting of the Chicago Board of Trade Mutual Benefit Association was held on September 23. The old executive committee was re-elected as follows: J. W. Fernald, George W. Stone, Frank Marshall, R. S. Lyon and Edward Andrew. The annual report showed money paid to beneficiaries during the past fiscal year \$54,963.23 and the total paid to beneficiaries to date \$570,213.52. The present membership is 849.

Handling charges for all kinds of grain through Duluth elevators were by approval of the Board of Trade advanced on October 1. Including the first fifteen days of storage, the charge will be 1c. a bushel; after the first fifteen days, the storage will be 1/40 of 1c. per bushel a day. The old charge, including the first fifteen days, was 1/2c. The advance, elevator men declare, is necessary because the receipts promise to be light, and the elevators would not make any money this year at the old rates.

The affiliation of the Birmingham (Ala.) Grain Exchange with the Chamber of Commerce was formally completed on September 30, when President A. H. Ford, of the Chamber of Commerce, appointed the following standing committee on the Birmingham Grain Exchange: W. C. Agee, E. Wilkinsou, W. N. Cosby, Wade Wood and Bret Brown. This committee is to be one of the regular standing committees of the Chamber of Commerce, and the grain exchange is to be one of the subsidiary organizations of the Chamber of Commerce.

CALGARY GRAIN EXCHANGE.

The annual election of the Calgary Grain Exchange was held with the following result:

President—William Carson.

Vice-President—E. W. Wallbridge

Treasurer—C. W. Rowley.

Directors—L. P. Strong, J. McFarland, J. K. Cummings, F. H. Brown, R. A. Pike, A. E. Cross, Arthur Pierson, G. R. Severson, R. E. Campbell, C. M. Hall, J. A. Robb, John Sternberg.

Committee of Arbitration—E. W. Wallbridge, L. P. Strong, J. A. Robb, Arthur Pierson, W. Carson, J. K. Cummings, F. H. Brown.

Committee of Appeals—A. B. Campbell, R. E. Campbell, J. McFarland, T. G. Jamieson, G. R. Severson, John Sternberg, C. W. Rowley.

WINNIPEG GRAIN EXCHANGE.

The annual meeting of the Winnipeg Grain Exchange was held on September 14. The meeting was the largest in the history of the association. The officers were elected by acclamation, as follows: A. D. Chisholm, president; Donald Morrison, vice-president, and C. N. Bell, secretary-treasurer. There was a keen contest for the council, the following being chosen: Capel Tilt, H. N. Baird, A. Kelly, J. Fleming, G. V. Hastings, W. A. Black, Geo. R. Crowe, Geo. Fisher, F. N. McLaren, W. C. Leistikow and H. T. Swart.

The annual address of Past President Geo. Fisher said among other things that the crop of 1909 was the heaviest ever handled by the Exchange; that this season's crop will be small in total; regretted the resignation of Inspector David Horn, "a man who has probably done more for the grain business of Canada than any man alive, and whose name on a certificate is a guarantee to buyers the world over; to his new sphere he carries with him the

good wishes and the kindest thoughts of all grain men."

"We have now had a year's experience of the commission rule," said Pres. Fisher, "and it has brought home to most of our members the necessity of having a fixed charge for handling all grain products, and one cent per bushel is recognized by all the interests, producer as well as dealer as a fair and reasonable charge; and if members will, not only in the letter but in the spirit, conform to this rule, as I am sure they will do, it will result in an advantage to the whole trade."

Referring to the Council of Exchanges, Mr. Fisher said: "While agreeing to many of their [the Exchanges'] contentions, we could not see our way to join; however, we wish them success in all honest and faithful work to raise the standard of efficiency in their various Exchanges."

As to the proposed government operation of elevators, Mr. Fisher said: "It is too early to say whether the new system will meet all the requirements of its sanguine promoters and be managed without any loss to the general community. One thing, it marks a new epoch in the marketing of grain."

The annual report of the council of the Exchange said the investigation of the Royal Commission, appointed by the Department of Trade and Commerce, into the terminal elevators system has injured confidence in the method of handling grain through the terminal elevators, and investigations progressing at present necessitate the actual weighing of all the grain in store on a given date.

The Exchange has introduced the system of terminal warehouse receipts registration; and the Lake Shippers' Clearance Association has been appointed official registrar of warehouse receipts for the Exchange. The new system will go into effect immediately, the offices of the registrar being at Fort William and Winnipeg. All terminal elevators at Fort William and Port Arthur are eligible to receive contract grain under the rules which govern the members of the Exchange, having agreed to abide by the regulations asked by the Exchange.

After fully considering the report of the quotation committee, the council established a rule that the prices of No. 1, 2 and 3 northern and oats and flax be determined by calling for bids at the closing bell of each day's market, the purchasers and sellers treating such transactions as ordinary cash trades,—a "call" market, in short.

The contract trade months were decided upon as follows: July, October, December, May and November.

On the question of storages on grain at the terminals there has been trouble between the grain men and the C. P. R. for some time, and it will be gone into further with the road, a committee being appointed by the Exchange for that purpose.

Inquiries were reported as received from the Chicago Board of Trade asking the Winnipeg Exchange to post Winnipeg cash market quotations for the benefit of the Chicago business men at 12:30 instead of at 1:15 as at present. The members decided that such convenience could not be arranged by them for the Chicago Board of Trade.

A proposal received from the American exchanges to extend the hours of trade from 1:15 to 2:00 was negatived, the Winnipeg dealers believing that their interests could be better served with the hours of trade as they are at present.

CHANGES IN EXCHANGE MEMBERSHIP.

Chicago.—Sec'y Geo. F. Stone reports the following changes in the membership of the Chicago Board of Trade during September: New Members—Fredk. W. A. Sharp, Clair H. Barrett, Geo. E. Cathcart, Fredk. C. Smith, Christopher Strassheim, Bert E. Rich, Jas. O. Hinckley, Hugh N. Baird, Arthur F. Lindley, Martin Stephenson, F. F. Wulkoop, Arthur C. Groves. Withdrawals—Jos. H. Freich, Harry H. Brunt, Eugene R. Dibble, S. J. Crafts, Est. of Henry Meyer, Oral B. Light, Chas. McL. Clark, L. E. Goble, R. P. Fish, S. Y. Hyde, W. V. A. Waterman, Est. of R. Julius Richardson.

Baltimore.—Sec'y Hessong of the Baltimore Chamber of Commerce reports that Fred H. Foote of the firm, F. H. Foote & Co., has been elected to membership and that the certificate in name of Mr. Thos. W. Pumphrey has been transferred.

Duluth.—Sec'y Chas. F. Macdonald reports that W. C. Stinson, Minneapolis, has been admitted to membership on the Duluth Board of Trade and F. N. Chaffee has withdrawn.

Kansas City.—Sec'y E. D. Bigelow reports that Harry A. Fowler has been elected to membership on the Kansas City Board of Trade in place of Geo. W. Tourtellot, deceased.

Milwaukee.—H. A. Plumb, secretary of the Milwaukee Chamber of Commerce, reports that Walter S. Edmunds has been admitted to membership and that the certificates of John A. Kennedy and Chas. H. Ross, deceased, were transferred.

Omaha.—Sec'y F. P. Manchester of the Omaha Grain Exchange reports that the M. A. Hall membership has been transferred to C. L. Scholl; the

E. J. Kiddle membership to E. H. Weckbaugh, and the W. T. Graham membership to H. J. Berry.

San Francisco.—Sec'y T. C. Friedlander reports the following names of those admitted to membership in the Merchants' Exchange during the month of August-September: M. Hall McAllister, of Otis, McAllister & Co., to succeed E. N. Bee; C. K. McIntosh, of The Bank of California National Association, to succeed Jas. K. Wilson; L. C. Hammond, of the Hammond Lumber Co., to succeed F. M. Fenwick; W. Cerkel, to succeed Edward Mehlert; Lem Sen, of Qwong Ham Wah & Co., to succeed Yee Bow Hong.

COMMISSION

James O. Hinkley has been admitted into partnership in the firm of Harris, Winthrop, of Chicago.

Harry G. Smith, formerly with Young & Co., Chicago, is now representing Lamson Bros., & Co., Chicago.

Otto Keusch, grain merchant of New York City, has incorporated with a capital stock of \$25,000. Directors are Edgar N. Dollin and James H. Bowne.

Hugh N. Baird and John E. Botterell, of Winnipeg, Man., have formed a partnership to carry on a general bond and grain business under the firm name of Baird & Botterell.

Frank R. McMullen has retired from the firm of Clement, Curtis & Co., of Chicago, to engage in the banking business as F. R. McMullen & Co., with offices in the Rookery Building.

The J. H. Richeldoffer Co., of Chicago, has been incorporated to carry on a general grain and commission business. The incorporators are Henry S. Shedd, Nathan S. Smyser and Arthur A. Bosse.

C. A. Burks, of Decatur, Ill., after being out of the grain business for about five years, has opened offices in the Citizens' Bank Building, Decatur, and will re-engage in track buying of grain.

George Catlin, formerly with J. F. Hammers, at Boston, Mass., has engaged in business as grain and mill feed broker on his own account. He has offices at 718 Chamber of Commerce Building, Boston.

Arthur F. Lindley, manager, and Arthur C. Groves, cashier, have been admitted to membership in the firm of Clement, Curtis & Co., of Chicago. Both have been for ten years with the firm and its predecessors.

The E. Mahler Company has been incorporated at Camden, N. J., to do a general business in flour and grain. The capital stock is \$100,000 and the incorporators Jacob Ruff, Jacob Mahler and Walter McGuire.

James W. Wallace, who has been for the past twelve years associated with E. S. Woodworth & Co., of Minneapolis, Minn., has engaged in the grain business for himself with offices in the Chamber of Commerce Building.

The Seelmeyer-Fox Grain Company, of Cincinnati, Ohio, has been incorporated with a capital stock of \$10,000. The incorporators are R. M. Scott, Charles Broadwell, Charles S. Bell, I. L. Huddle and C. R. Dickman.

William E. Sheldon, for the past nine years secretary and manager of the grain department of Stockbridge Elevator Company, of Jackson, Mich., has resigned his position and will engage in the car lot business for himself.

Elmore, Squire & Co. have succeeded to the general grain and feed business of E. W. Elmore and W. O. Elmore, at Chicago, Ill., and South Bend, Ind. The South Bend Elevator and Chicago offices in the Postal Telegraph Building will continue as formerly under the above name.

The announcement was made the first part of October of the withdrawal of Frederick R. Babcock from the firm of Finley Barrell & Co., of Chicago. The business will be conducted as heretofore by Finley Barrell and Peter J. Maloney. There will be no change in the name of the firm.

Botsford & Barrett have been elected members of the Chicago Board of Trade and as soon as necessary alterations are completed will move to the offices formerly occupied by Carson Craig & Co., 3rd floor Chamber of Commerce, Detroit, Mich. In addition to their bean and grain business they will have direct private wires between New York and Chicago and will carry on a general brokerage business in New York and Boston stocks, Chicago grain, and provisions.

The firm of T. E. Wells & Co., of Chicago, has gone out of business, having assigned their open accounts and trades to B. S. Wilson & Co., who succeed them. This action was in furtherance of plans made since the recent death of Thomas E. Wells. The firm of B. S. Wilson & Co. is composed of Benjamin S. Wilson and Harry Boore, both well and favorably known on the Chicago Board of Trade. B. S. Wilson, the senior partner,

has been in the grain trade for thirty years and has been T. E. Wells' confidential man for the last fifteen years.

J. P. Griffin, who for the past ten years has had charge of the receiving department at Chicago of the Marfield-Tearse Company, of Minneapolis, Minn., has entered the general grain commission business as J. P. Griffin & Company, with offices in room 601 Board of Trade, Chicago. Mr. Griffin is at the head of an organization equipped in every respect to render best possible results on all business entrusted to them.

The J. L. Wright Grain Co., of St. Louis, Mo., suspended business in September. J. L. Wright has been a member of the St. Louis Merchants' Exchange since 1892, at which time he organized the firm of J. L. Wright & Sons, which was later succeeded by the J. L. Wright Grain Co. The firm is represented by a capital stock of \$25,000, which is held by J. L. Wright and W. H. and C. L. Wright, his sons. It was stated that the assets of the company would about equal the liabilities and the losses of the creditors would be nominal.

CLEMENT, CURTIS & CO.

The private crop reporter has his friends and his critics, the former becoming more numerous as time demonstrates the reporter's systematic accuracy, compared with the reports of the recognized official authorities. It is, in any event, all in the method, no matter by whom the purported report is made; and with a consistent method the private report may justify itself. At any rate, the development of the crop reporting system used by the firm of Clement, Curtis & Co., of Chicago, designed to supplement and provide a check upon the official reports, was based upon the first essential of accuracy, and has been brought to a high state of perfection. At first the older method of sending out experts was used, but as the amount of territory that the expert could supervise was limited, long before the work was ended the crops were ripened and changing conditions had altered first results. So Clement, Curtis & Co. began to supplement their observations by inquiries of acquaintances and clients of the house. The results were found more satisfactory; and on that basis the present system was established, whereby the house keeps in touch with every portion of the grain belt at all times, and by registering the information in the same way that a merchant arranges his card indices, the growing conditions everywhere are instantly available. The information department of the house is not confined alone to grain, but includes cotton also. The grain department is as extensive in its field as the various grain belts of the Continent, the Canadian department being as accurate in its results and forecasts as that of any important state this side of the border.

Now as to the method. Every important county of any state that raises over 3,000,000 bushels of wheat, corn or oats is represented in the information department of the house. Great wheat counties like Sumner, Barton and Ellis in Kansas; Grant in Oklahoma; Phelps and Kearney in Nebraska; Ward, Walsh, Bottineau and Pembina in North Dakota; Kittson, Polk, Clay and Marshall in Minnesota; Brown and Sping in South Dakota; St. Clair and Randolph in Illinois, are thoroughly covered by from ten to twenty correspondents. The same is true of the big corn counties of the country. When, therefore, damage to the growing grain in any section of the country develops, it is Clement, Curtis & Co. who are the first to apprise the trade of its extent and to cover the entire section so thoroughly as to leave no doubt of the actual situation. The house first came into prominence by its system of ascertaining the injury to the crop at the time of the green bug invasion. Anticipating the Hessian fly epidemic of three years in Kansas, it had the boundary of the infestation placed before the trade, months before the extensive damage developed, and predicted the disaster. Last spring it served the trade again with the extent of the fly infestation in Illinois. In February of this year its correspondents in Kansas, Missouri and Nebraska accurately forecast the extent of the great winter killing of wheat. Several black rust scares in recent years have been quickly relieved by the information of the house's correspondents in the Dakotas; and the trade has a lively recollection of the heavy grist of daily reports from North Dakota telling of the injury by drouth.

In similar manner the danger to corn last year and this year by drouth and hot winds, as to extent of territory affected, was laid before the trade by its system.

The crop reports of Clement, Curtis & Co. are given publicity as soon as received. The general condition of the growing crops is published by the firm in special circulars, while the statistical outlook of the trade is presented in a practical manner. These circulars are not market letters, but are more than that. They have little to say about prices, but much to say about the conditions which

make prices. These circulars are simply, so far as crop conditions and yields are concerned, summaries of the thousands of reports received monthly, and without any doctoring to create market currents.

In the cotton world the firm of Clement, Curtis & Co. has made its impression the world over the past two seasons. The application of its grain system to cotton was an entirely new departure in that field, and the monthly condition reports issued by the house quickly began to attract attention; and their accuracy last year was startling to the trade. When its final report was issued on condition in October, 1909, the trade which had been guided by the house for several months received the alarming deterioration with jocular remarks but was sobered later, and the accuracy of its correspondents accepted when the Government report gave the identical percentage. When the December estimate of 10,084,000 bales was announced, there was a puzzled acceptance, on account of its small crop. The Government's correspondents a week later showed a difference of only 4,000 bales. This year the Clement, Curtis & Co. cotton reports have been eagerly waited for by New Orleans, New York and Liverpool. Two weeks ago, the firm startled itself by the reports of serious deterioration of the crop, but relying on its correspondents' accuracy, issued a special circular calling attention to its reports and predicting a scramble for cotton, and the price of the staple advanced $1\frac{1}{4}$ cents before the Government Report verified the condition given by the correspondents of the house.

This same forwardness in the market was shown by Clement, Curtis & Co. in its special "Wheat Market" circular of August 19, 1908, and its special "Corn Market" letter of November 12 of last year—two forecasts which were subsequently more than verified by the market.

The members of Clement, Curtis & Co. have come up from the bottom in the brokerage business. It is the successor of Raymond, Pynchon & Co., of Chicago, and of Kneeland, Clement & Curtis; Allan C. Clement and John F. L. Curtis beginning with the former firm as employees and having advanced to partnerships for several years have been the principals of the house. Frank D. McMullen, who had been associated with the firm for several years, retired and Arthur F. Lindlay, who has risen from messenger boy to office manager in twelve years' service, was taken in as a junior partner, along with Arthur C. Groves, for ten years the cashier. The information department has been developed by P. S. Goodman, whose versatility has given him a reputation as an expert, not only in grain and cotton matters but in the stock market as well. Rudolph Desjardines, who retired from the Board of Trade some years ago and "hiked back to the farm," has returned to the field of his first success and is now office manager. On the office staff are to be found excellent advisers in the persons of Alex. Murison, Herman Herbst, Claude Dickey, E. L. Jacobs and Herbert Sims. The men who execute the trades for the house on the floor of the Board of Trade are leaders in their specialties. In the wheat pit are Jack Makenzie, Frank Partridge, Curtis McWheneey; in the corn pit George Diehl and Joe Shaw; and in oats George Gobble.

While the grain and cotton departments of the house are among the leaders in these lines, the stock and investment departments are among the largest outside of New York City; and the information issued by the firm in these departments is equal to that in grain and cotton. The firm has two direct wires to New York City, its private wire service extending also to Boston, Philadelphia, Pittsburg, Washington and Cincinnati; while its Western wire has but one drop between Chicago and San Francisco—at Salt Lake City. The service extends to Los Angeles, and during the winter season a loop from that city takes in the important Southern Coast resorts of California.

SHORT CROP OF BEANS.

There will be sharp competition in Michigan this fall among elevator men, in the matter of bean buying, says the Lansing Journal, as the crop is slightly below the average in many sections and the yield light. Although but few beans about this section have been threshed, yet experts estimate the yield will not aggregate over $12\frac{1}{2}$ bushels to the acre.

The weather this fall has been ideal for the pulling and harvesting of beans and there are but few farmers who have not availed themselves of the sunny days to get their crop attended to. Cold, wet weather in the spring and a drought in many parts of the state during the summer were, however, detrimental to the harvest this fall.

There will be no trouble to find a good market for the crop, although it was predicted that an increased acreage would cause the price of beans to decrease. The shortage of the crop is much greater in proportion than the increase in acreage.

Correspondence solicited on grain trade matters.

IN THE COURTS

Mr. Justice Murphy handed down a judgment recently in the case of the Vancouver Milling Co. versus the Pacific Coast Elevator Co., by which the plaintiffs recover the full amount sued for, \$9,000.

The Armour Grain Co., of Oklahoma City, Okla., has filed suit in the District Court to recover \$2,193.75 damages, because the defendant breached a contract to deliver 13,000 bushels of wheat to the plaintiff.

William Large, a farmer living near Wing, Ill., has instituted a suit in the Circuit Court against the Wabash Railroad Co., asking for \$2,000 damages. He claims that his elevator was destroyed by a fire resulting from the sparks of a passing locomotive.

J. W. McClintock has requested the Superior Court to appoint a receiver to take charge of the business of the firm of McClintock & Young at Palo, Iowa, as he wishes to withdraw. The firm has only been dealing in grain and hay for a few months.

Frank and Wencei Stanek and G. Lochr have brought action against the Farmers' Elevator Co., of Moorland, Iowa, for damages to the sum of \$1,600, claiming that the grain which they had delivered to the elevator manager and was in the house at the time of its destruction belonged to the elevator company and not to them.

James Albert Loane, who is conducting a grain and commission business under the name of James A. Loane & Co., at Baltimore, Md., has gone into bankruptcy. His liabilities are \$56,049 and assets \$37,820. Pending the selection of a trustee in bankruptcy, Charles C. Macgill was appointed receiver for Mr. Loane's assets, the bond being \$3,000.

The Sun Insurance Co., of London, Eng., has filed suit in the District Court against the M. K. & T. R. R. Co. for \$1,000 damages. The plaintiff alleges that through negligence on the part of the defendant, fire was set to the plant of the Davidson Elevator Co., at Checotah, Okla., and in consequence they were compelled to pay insurance to the amount of \$1,000.

ARBITRATION DECISIONS.

The following arbitration decisions by the arbitration committee of the Grain Dealers' National Association (Messrs. C. C. Miles, E. M. Wasmuth and E. A. Grubbs) are kindly furnished by Sec'y J. F. Courcier:

BARRETT ELEVATOR CO. VS. BARRETT GRAIN CO.

Barrett Elevator Co., Greenfield, Ind., plaintiff, vs. *The Barrett Grain Co.*, Indianapolis, Ind., defendant.—Before the arbitration committee of the Grain Dealers' National Association, on appeal from award of committee on arbitration of the Indiana Grain Dealers' Association.—AWARD: The claim for damages is made by the plaintiff because of defendant's refusal to settle for corn sold during December, 1909, and January, 1910. Defendants base their refusal to make settlement on the ground that a previous sale of 5,000 bushels of mixed corn, made on Nov. 9th, 1909, was repudiated by plaintiff. Your Committee having examined the written evidence submitted, and also having called both plaintiff and defendants before them for examination, do find as follows:

That the written evidence does not disclose who initiated the transaction claimed by defendants on Nov. 9th and repudiated by plaintiff. Neither did the oral examination disclose this fact, for each claimed the other made the initial move by calling over 'phone.

The plaintiff claims, and defendant does not deny, that the only difference was an advance of $\frac{1}{4}$ c. over card bid. Plaintiff does not deny that card bid was $55\frac{1}{4}$ c. for mixed corn, but that defendant agreed to make the price $55\frac{1}{2}$ c. in consideration of a sale of 5,000 bushels on this date, Nov. 9th, 1909.

The evidence shows that the defendant confirmed the sale at the card bid, $55\frac{1}{4}$ c., and failed to produce any evidence that plaintiff ever confirmed the sale, plaintiff claiming that on receipt of confirmation they immediately returned same with notation thereon, that if properly made out at $55\frac{1}{2}$ c. they (the plaintiff) would sign and return.

The letter of the 12th, from defendant to plaintiff, shows conclusively that no contract existed up to this time, in the minds of the defendants, for they ask for plaintiff to, "Please verify and confirm, with the assurance, of course, that if we have made an error of $\frac{1}{4}$ c. same will be cheerfully allowed you." Defendant also states in his brief to this committee that, "In the ordinary course of business, and as it is usual, we applied his corn, filling the oldest sales first, etc."

We find the evidence submitted by the defendants themselves in an absolute contradiction of this statement, and that cars 13296, 4821, 201199 and 18330, shipped respectively Dec. 20th, 21st,

22nd and 24th, were applied on other sales, while cars 11914, 1144, 58726 and 25710, shipped Dec. 22nd, 23rd and 28th and 30th, respectively, were applied on the supposed contract.

Your committee is therefore satisfied that no contract for the sale of 5,000 bushels of mixed corn, made on the 9th day of November, 1909, ever existed, either morally or legally, between plaintiff (*Barrett Elevator Co.*, of Greenfield, Ind.) and the defendant (*Bassett Grain Company*, of Indianapolis, Ind.).

Plaintiff is therefore entitled to settlement of contracts according to their respective merits, and defendant is refused the right to apply any sales made on or after December 20th, 1909, any other way, except in their regular order as governed by the rules of trade.

Judgment is hereby rendered in favor of plaintiff.

(Signed)

WM. NADING, Chairman.

A. F. FILES.

C. B. JENKINS.

Decisive evidence in this case is lacking. It appears, however, that the disputed contract of November 9th was never completed, because of the difference of $\frac{1}{4}$ c. per bushel. That is, the defendant confirmed at $55\frac{1}{4}$ c., and the plaintiff declined to accept the confirmation except at $55\frac{1}{2}$ c., which it appears was not granted by defendant.

There is no evidence to show that there was a contract of November 9th, and the correspondence submitted indicates that there was none; therefore, said alleged contract should be eliminated from defendant's statements of account to plaintiff.

The award of the arbitration committee of the Indiana Grain Dealers' Association is in accordance with the evidence, and should stand as final.

GWALTNEY ET AL. VS. PENDLETON GRAIN CO.

J. M. Gwaltney & Co., Norfolk, Va., plaintiff, vs. *Pendleton Grain Co.*, St. Louis, Mo., defendant.—Before the arbitration committee of the Grain Dealers' National Association.—Plaintiff makes claim against defendant for default on a certain contract, represented by the following confirmation:

"Norfolk, Va., December 27th, 1909.—Confirmation of sale made today to J. M. Gwaltney & Co., Norfolk, Va., for account of Pendleton Grain Co., St. Louis, Mo.: Five cars No. 2 mixed oats at $49\frac{1}{2}$ c. cost and freight Norfolk. Time of shipment, last half January, scattered. Route, N. & W. Ry., inspection and weight, Illinois State Official Certificates. Terms of sale, demand drafts with documents. (1,250-bushel cars preferred.)

"Remarks—Ship one car on January 15th and one car every four or five days."

"Accepted by J. M. W. over 'phone—purchaser."

(Signed) "ROBERTSON BROKERAGE CO., Inc. Broker."

"Time of shipment to date from receipt of full shipping directions by seller and excludes Sundays and legal holidays. Unless otherwise agreed upon, contents of car or cars shipped on this contract to be accepted."

Defendant files no objection to this confirmation and it is therefore assumed to be correct.

The evidence submitted shows that there were no shipments made during the contract time, nor at any other time to fill the contract.

On February 7th, plaintiff having received no notice of shipments wired defendant: "Buying for your account five cars No. 2 oats at 52c. against contract December 27th."

Later on same day plaintiff wired defendant: "Market $52\frac{1}{2}$ c. time contract expired, $51\frac{1}{2}$ c. today, mailing you bill two cents bushel."

To this defendant replied by telegraph: "We will allow 50c. on cancelled oats. No more. Market price today."

After plaintiff had wired the defendant that he was buying oats at 52c. to cover contract, he found he could buy them at $52\frac{1}{2}$ c.; hence the second telegram, making price $51\frac{1}{2}$ c.

Excepting defendant's telegram above quoted, there is no evidence nor correspondence submitted by him. The plaintiff presents evidence to show that on February 7th No. 2 oats had a value of $51\frac{1}{2}$ c. to $52\frac{1}{2}$ c. at Norfolk, and that the lowest offers at this date for shipment from the West were $51\frac{1}{2}$ c. delivered Norfolk. It is quite clear that the value of No. 2 mixed oats at Norfolk on February 1st and Feb. 7th was not below $51\frac{1}{2}$ c.

Defendant objects to plaintiff's claim on the grounds that plaintiff does not specifically show that he bought a particular lot of oats to cover the contract or that he sustained an actual loss of 2c. per bushel. Also for the further reason that Trade Rule No. 7 (second part) provides that (defendant's quotation), "in case of non-shipment within contract time buyer shall wire seller that unless he receives advice within 24 hours that shipment will be made within 48 hours the buyer shall at the expiration of said 24 hours proceed to close the matter up in any one of the several ways outlined."

Trade Rule No. 7, above referred to, is not quoted in its entirety. It reads—

"When the seller finds that he will not be able to complete a contract within the agreed limit, it shall be his duty so to advise the buyer by mail,

telephone or telegraph, *whereupon it shall be the duty of the buyer at once to elect either to buy in or to cancel the deficit, or to extend the contract to cover such deficit.* Should the seller fail to notify the buyer of his (the seller's) inability to complete a contract for shipment as this rule above provides, the said contract *shall remain in force unless and until completed, extended, bought in or cancelled.* Upon failure to receive notice of shipment after the expiration of the shipping limit as specified in the contract the *buyer may (not shall) elect either to buy-in or to cancel the contract, and shall notify the seller by wire that unless he (the buyer) be in receipt of notice by wire, within 24 hours, advising that shipment will be completed within 48 hours, he (the buyer) will at the expiration of said 24 hours at once proceed to buy-in, or to cancel said contract, and to render a statement to the seller for all loss incurred.*"

This rule makes it *incumbent* on the seller to notify buyer of his inability to ship within contract time. This seller (the defendant) failed so to do. The rule clearly states that failure of seller to notify buyer as above outlined keeps a contract alive until in some way settled. The rule says: "Buyer may elect to buy-in or cancel. It is not obligatory on him to do so until he receives from the seller proper notice of default in shipment. In the meantime the contract is in full force."

Shipments on contract in question were to begin on January 15th and to continue at intervals until completed not later than January 31st. Evidence does not show during this time and further up to February 7th that defendant communicated in any way with plaintiff, nor did he offer any explanation as to why shipments were not made, nor did he ask for an extension or settlement. His silence is regarded as sufficient justification of the buying-in or cancellation proposed by plaintiff.

It is apparent that the contract was in effect on February 7th. The plaintiff wired defendant that he was buying-in the oats at 51½c, which was the market price at Norfolk at that time. The defendant did not offer to ship, but proposed a basis for settlement 1½c below plaintiff's figures, and below the market value as shown by submitted evidence. The fact that plaintiff did not minutely follow the Trade Rules does not deprive him of his rights. It is not shown that defendant proceeded in accordance with the rule or custom governing such cases.

The evidence warrants the conclusion that the claim of plaintiff for the amount of \$125 (being 2c per bushel on 6,250 bushels oats) is reasonable, and that this amount is due him from defendant.

Judgment is hereby rendered in favor of the plaintiff for the sum of one hundred and twenty-five dollars.

POWELL & O'ROURKE VS. SCHUFF & CO.

Powell & O'Rourke, St. Louis, Mo., plaintiff, vs. *A. C. Schuff & Co.*, Louisville, Ky., defendant.—Before the Arbitration Committee of the Grain Dealers' National Association.

Plaintiff claims a loss of \$246.95 by reason of the cancellation on the part of the defendant of a certain contract. Correspondence leading up to said contract, confirmations and subsequent correspondence are submitted which show the facts to be as follows:

On March 10th, 1910, defendant wired plaintiff: "What's lowest 5,000 bus. No. 3 mixed oats, free mixture, your grades, Louisville weights?" Plaintiff replied on March 10th: "Offer 5,000 No. 3 mixed oats, 44 bulk, f. o. b. St. Louis terms." Defendant on same date wired plaintiff: "Mail sample No. 3 mixed oats you are offering." On March 10th, plaintiff wrote defendant: "We confirm our telegram at the opening, offering 5,000 No. 3 mixed oats, 44 bulk, f. o. b. St. Louis, St. Louis weights and inspection. We couldn't give any guarantees as to quality, as we haven't seen the oats ourselves. It is safe to assume that if the party from whom we would buy them could furnish us an official certificate of inspection of No. 3 mixed oats they keep the oats and barley free from any mixture of any kind."

On same date plaintiff sent the defendant a sample of No. 3 mixed oats. On March 14th defendant wired plaintiff: "Offer 44 5,000 No. 3 mixed oats like sample." Plaintiff replied, stating that "45 is lowest." He wrote defendant same date: "Telegram received today offering 44c for 5,000 No. 3 mixed oats like sample mailed you from the Venice Elevator. Same date defendant wired plaintiff by night message: "Ship three fifteen-hundred-bushel cars like sample No. 3 mixed oats, 45c."

This was received by plaintiff on March 15th and replied to "Confirm the 3 cars No. 3 mixed oats, 45."

The plaintiff confirmed by mail: "St. Louis, Mo., March 15th, 1910. A. C. Schuff & Co., Louisville, Ky.: This confirms our sale to you today of three 48 M cars of No. 3 mixed oats at 45 cents per bushel, f. o. b. East St. Louis, in bulk, our routing, to be shipped within — days, subject to St. Louis weights and inspection. This sale is made with the distinct understanding that our draft with B L attached, will be paid immediately. If the above is not correct, please advise us immediately; failure

to do this is understood as acceptance of these terms.

(Signed)

"POWELL & O'ROURKE,

"Per P."

The defendant's confirmation reads: "Louisville Ky., March 15th, 1910. Powell & O'Rourke, St. Louis, Mo.: We confirm purchase from you of three cars of No. 3 mixed oats like the sample which you expressed us, at 45 E. St. Louis, and would ask you to hurry shipment of these cars at once, care of the L. & N. R. R. at East St. Louis. We wish to impress this upon you. In the sample you sent us we could find neither barley nor wheat, and we want to caution you positively not to do any mixing, as adulterated oats are unsalable with us.

(Signed)

"A. C. SCHUFF & CO.

"No use whatever for a barley mixed oats."

The confirmations differ, neither states the contract correctly. It is clear that the contract called for oats to be officially graded No. 3 mixed oats at St. Louis or East St. Louis, and to be equal to the sample heretofore referred to. The failure on the part of the plaintiff to state in his confirmation that oats were to be equal to sample submitted, caused the return of his confirmation. Defendant wrote date 16th: "We have your confirmation for the three cars of No. 3 mixed oats at 45 East St. Louis, and the objection we have to it is that you do not mention that the oats are sold for ten days' shipment; also that they are to be equal to a sample that you sent us, with a distinct understanding that they are to be free from any mixture of wheat or barley. Please note this on your confirmation and return."

On March 16th plaintiff wrote defendant: "Yours 15th received. We have only one kind of mixed oats in the Venice Elevator: ordinary No. 3 mixed, and the sample they mailed you of them ought to show just about how they will run. We don't suppose they are absolutely free from a little dirt or a grain or two of wheat or barley; otherwise they grade No. 2 mixed oats. However, they will run about like sample you have which we suppose will be satisfactory."

On the 17th March defendant wired plaintiff: "Can't use the oats unless guaranteed free from barley or foreign mixture, answer."

Plaintiff replied March 17th: "Sample you got was taken from oats we will ship."

Defendant again wired March 17th: "In order to avoid further controversy, cancel order."

To this plaintiff replied March 17th: "No controversy on our part decline to cancel."

The plaintiff's confirmation to which defendant had objected was returned to defendant under date of March 17th with the addition "ten days' shipment" and no reference to qualification "to be like sample." In his letter plaintiff refers to quality of oats as having "a little sprinkling of wheat and barley, just ordinary No. 3 mixed oats, and we certainly cannot guarantee anything better." He also offers to cancel the contract for ½c per bushel. He states his intention to ship the three cars oats of which he sent sample.

The defendant on March 17th writes to the effect that he had tried since the start to impress on plaintiff that he only wanted straight No. 3 mixed oats free from foreign mixtures.

On the 18th March defendant telegraphed plaintiff: "Can only use oats—no spels or barley." On the same date he wrote plaintiff that he found no barley in sample and offered to pay ¼c per bushel for the trouble he had caused.

Plaintiff did not coincide with defendant's ideas of cancellation; and on March 18th the cars for loading were set on elevator tracks. Another sample of the oats was taken from elevator and sent by express to defendant with the request that he wire immediately on receipt whether or not he would accept the oats, and if not they would be sold out by plaintiff for his account.

The defendant replied by letter, dated 19th, to the effect that he had informed plaintiff on the 17th of March that he would not accept the oats if they were mixed with barley, and that the transaction was at the plaintiff's own risk.

Correspondence shows that the oats were loaded on or about March 22nd, and that plaintiff proceeded to offer the oats for sale at St. Louis and outside points. He appears to have tried hard to find a buyer in other markets, finally disposing of two cars on April 8th and one car on April 18th. Sales in both cases were made delivered New Orleans.

No samples of oats are offered in evidence, and the arbitrators have no means of knowing whether or not the oats plaintiff proposed to ship were like sample by which sale was made. It seems quite clear that the defendant had a right to insist on plaintiff giving him a guarantee that shipments would be equal to the sample. He was not, however, warranted in his demand that they be guaranteed to be free from barley and wheat. The plaintiff in his correspondence affirms that he found an occasional grain of barley and wheat in sample, but assured defendant that he intended to ship oats equal to sample. The defendant admits in his letters to plaintiff that examination of sample showed

it to contain a little wheat and spels. It is apparent that the sample on which contract was based did show at least a trace of wheat, barley and spels.

It is, therefore, concluded that the defendant was not justified in his arbitrary cancellation of contract because of the refusal of plaintiff to guarantee that shipments on the contract would be free from foreign grain. The plaintiff according to contract had only to ship "No. 3 mixed oats like sample." Oats to fill contract were ready for shipment on March 22nd. The arbitrators agree that the plaintiff should have either made shipments to defendant or sold the oats at St. Louis for defendant's account. With positive notice from defendant that he would not accept the grain except on a guarantee as to qualifications heretofore referred to, he elected not to make the shipments. It follows, therefore, that he should have sold the oats at the time they were ready for shipment; that is, on March 22nd, or the next business day thereafter. It is assumed, in view of the fact that St. Louis is a large oats market, that sale could have been made at the market value of the oats in controversy. Whether or not this particular lot was worth the published quotations this committee has no means of knowing. It must of necessity conclude that disposition could have been made at their real value. The holding, by the plaintiff, of the grain on track and in elevator until April 8th and April 18th, respectively, with the expectation that defendant would stand the loss by decline in market, demurrage and elevator charges, is not regarded as reasonable. Inasmuch as there was neither shipment nor sale at the proper time, it is decided that the basis of settlement shall be the ruling price on No. 3 mixed oats on March 23rd, which was, according to official reports, 43½c, making a difference due the plaintiff from defendant of one and one-half cents per bushel.

Judgment is hereby rendered in favor of the plaintiff for the amount of sixty-seven and 50-100 dollars (\$67.50); costs of arbitration to be paid by defendant.

L. A. MOREY CO. VS. STAR ELEVATOR CO.

L. A. Morey Co., New York, N. Y., vs. *Star Elevator Company*, Indianapolis, Ind.—Before the Arbitration Committee of the Grain Dealers' National Association.

Plaintiff's claim against defendant is for an unpaid balance amounting to \$133.26. Defendant files a counter-claim for balance due him of \$372.19.

The evidence in the case discloses facts as follows:

On June 8th, defendant wired plaintiff: "Offer 5,000 No. 3 white oats or better, 50½c, Aug. shipment." Plaintiff replied: "Think we can sell 5,000 No. 3 white oats first half August, New York weights and grade, 50½c." Defendant replied: "Accept 50½c, 5,000 No. 3 white oats, first half August." Plaintiff confirmed: "June 8th, 1909. Sold to ourselves, for account Star Elevator Co., Indianapolis, Ind., 5,000 No. 3 white oats, market difference for lower grades, at 50½c per bushel, c. i. f., N. Y., domestic, New York weights and grade; shipment first half August, via usual lines. Await shipping instructions. Payment by seller's demand draft on buyers, with proper documents attached, seller leaving customary margin. If this contract is not correct and accepted, advise immediately. Should any difference arise, same to be settled by the rules of the New York Produce Exchange, unless otherwise agreed.

(Signed)

"L. A. MOREY CO.,

"By A. G. Therrien, Sec'y."

On June 9th, plaintiff wrote defendant: "The 5,000 bushels oats we bought of you yesterday we have re-sold to Chase Grain Co. When the time comes, please draw on them direct and return our contract, substituting the one herewith enclosed and credit us with ½c per bushel."

The contract above referred to reads: "New York, June 9th, 1909. Sold to Chase Grain Co., Norwalk, Conn., for account Star Elevator Co., Indianapolis, Ind., 5,000 bus. No. 3 white oats at 51c per bushel, c. i. f., New York, New York weights and grade. Shipment during first half August; market difference for lower grades. Payment by seller's demand draft on buyers, with documents attached, as customary, etc., etc."

Under date of June 14th, 1909, defendant wrote plaintiff: "We have your letter of the 9th and contents noted, saying you would wire us bids at the close of the market each day. So far we have only had one wire. We want these wires so we can put them out to the country on this same bid. Be sure to get in line so we can get in line so as to do some business.

(Signed)

"THE STAR ELEVATOR CO.,

"P. S.—Enclosed find confirmations requested."

To fill the contract, defendant shipped, as per his invoices, four cars oats and sent invoices to Chase Grain Co., Norwalk, Conn. Under date of Aug. 19th, Chase Grain Co. wrote defendant: "We return herewith invoice for three cars oats. Please have your New York brokers sell out these cars to best advantage."

On August 18th, the defendant wrote plaintiff:

"We have your letter this morning notifying us of the failure of the Chase Grain Co., of Norwalk, Conn., and we were never more surprised in our lives to think that you would sell goods to irresponsible parties. We supposed you had been in business long enough to know the standing of the people you sold to, and to think they would lay down on a contract of 5,000 bushels with 7½c against them is more than we can comprehend. You will please advise us what their standing is and what show there is to pay out. We are sending them a bill tonight for \$375.00, and we are sending you a duplicate. We authorize you to take any proceedings that you may see fit, that we may receive all or part of our money. It is a blow to us as we had these oats bought at a very high price to fill the sale. Now these people defaulted and we have the oats on hand to sell at a very much lower price. We bought a contract of John L. Green & Co., 10,000 bus., for H. D. McCord & Son, and have your wire confirming trade and saying make draft on you; we have instructed our bank to have their bank in New York present the drafts to you instead of to Chase Grain Co., Norwalk, Conn. These oats were all shipped by Aug. 15th. We are sending you duplicate bills for all the oats shipped to the Chase Grain Co. so you will know how to collect from McCord. Of course, if you take up the drafts from McCord & Son there will be an overdraft, as they were sold at 5½c with considerable margin, at least, as the invoices will show, but any discrepancies we will make good to you. Hereafter when you sell stuff for us, we certainly must be advised of the responsibility of the parties as we do not make trades and then have parties fail. We have the first time yet to default on any of our contracts, and no one can say we owe them one cent. It is very embarrassing to us to have this thing occur, and you will see in the future that you sell only responsible people."

Future correspondence shows that H. D. McCord & Son, to whom the oats were to be delivered by plaintiff for account of defendant, refused to receive part of them on account of routing not being satisfactory, and that defendant instructed plaintiff to handle the oats as consignments, assuring him (the plaintiff) that any overdrafts would be protected by him (the defendant). It appears that plaintiff paid defendant's drafts which had been refused by Chase Grain Co. and that during progress of the transaction plaintiff made draft on defendant for \$300, account overdrafts, which was promptly paid by defendant.

The several cars oats were sold by plaintiff on arrival for account of the defendant, and A/c Sales duly rendered. Plaintiff's final statement is dated Oct. 28th, 1909, and shows a balance due him of \$133.26. The items making up this balance are also shown in defendant's statement; but on Nov. 8th defendant made claim on plaintiff for \$375.00 less balance, \$133.26, claimed by plaintiff. Balance claimed by defendant was raised by him on Feb. 19th, 1910, to \$505.45, less \$133.26, making net balance \$372.19, which covers the entire loss on the 5,000 bushels oats defaulted by Chase Grain Co. and afterwards sold as consignments by plaintiff, at New York.

From the evidence it is apparent that the plaintiff in the first place sold the oats to himself. His explanation as to why he did so is reasonable, and as the defendant did not object to it, the question as to whether it was or was not a correct and proper transaction is not considered. The re-sale of the grain by plaintiff and his giving the Chase Grain Co. as principal was also accepted by the defendant. The fact that plaintiff was requested by defendant to pay the drafts that had been refused by Chase Grain Co. and to handle the grain on arrival as a consignment—which requests were complied with by plaintiff—makes it clear that the claim of defendant for the loss occasioned by the failure of the Chase Grain Co. is not well founded, and cannot be allowed.

The evidence plainly shows that defendant did not at time of sale object to the sale having been made by the brokers to themselves; he accepted the change to Chase Grain Co.; his correspondence and action at time of failure and later shows that he had unreservedly accepted the Chase Grain Co. as principal in the transaction. Inasmuch, however, as the plaintiff finally handled the grain covered by the contract and earned the usual commission for so doing, he is not entitled to be paid for brokerage, \$6.25, and profit ½c per bushel, \$25.

It is decided that there is due the plaintiff—
From defendant\$133.26
Less deductions as above stated..... 31.25

\$101.01

Judgment in favor of the plaintiff is hereby rendered for the sum of one hundred two and 1/100 dollars, costs of arbitration to be paid by defendant.

TYNER ET AL. VS. GILLETTE-HARDISON GRAIN CO.

Jno. A. Tyner & Co., Nashville, Tenn., for J. C. Robb & Co., Wichita, Kansas, plaintiff, vs. Gillette-Hardison Grain Co., Nashville, Tenn., defendant.—Before the Arbitration Committee of the Grain Deal-

ers' National Association on appeal from the award of the arbitration committee of the Nashville Grain Exchange.

Appeal from the award of the arbitration committee of the Nashville Grain Exchange.

AWARD:

Nashville, Tenn., Dec. 16th, 1909.

In case of Jno. A. Tyner & Co., agents, against Gillette-Hardison Grain Co.—Mr. E. C. Hawkins, Nashville, Tenn. Dear Sir:—Your committee, after carefully examining all papers presented in above case finds:

That J. C. Robb & Co., through their agents, Jno. A. Tyner & Co., sold to Gillette-Hardison Grain Co., Nashville, Tenn., 10,000 bushels No. 3 red oats, 46½c, basis Memphis, Nashville weights and grade to govern; shipment July or August, sellers' option.

We find nothing in this contract stating that the oats were to be shipped from any specific market, nor do we find anything limiting the seller to make purchase of these oats in any market he might choose.

We therefore think that when J. C. Robb & Co., through Bell-Duff Commission Company, tendered these oats to Gillette-Hardison Grain Company upon Nashville official weights and grade at 46½c, basis Memphis, they filled their contract.

We therefore decide that Gillette-Hardison Grain Company is due J. C. Robb & Co. the difference between the market value of said oats on date tendered and the contract price.

Yours truly,

ALEX. C. HARSCH, Chairman.

J. A. WILLIAMS, D.,

DUNCAN MCKAY.

Approved Dec. 16th, 1909.

E. C. HAWKINS, Sec'y.

Nashville, Tenn., May 21st, 1910.

Mr. E. C. Hawkins, Sec'y., Nashville, Tenn. Dear Sir:—In case of Jno. A. Tyner & Company against Gillette-Hardison Grain Company:

After carefully considering the final papers filed in this case, we can see no reason for changing our original decision. This contract is very clear. It states that these oats were sold at 46½c, basis Memphis, Nashville official weights and grades, shipment during July or August.

This contract does not state "delivered Memphis" but "basis Memphis." This clause is nothing more or less than part of the price.

We will agree with the defendants in that Western country-run red oats were more desirable than elevator stock. These oats, however, were bought from a graded market; and we think that according to the contract the defendants had no reason to expect country-run oats, as there is nothing whatever in the contract or correspondence stating such.

Inasmuch as there is nothing in the contract or correspondence stating that the oats were to be shipped from Wichita or surrounding territory; and, further, as they were sold for shipment July or August, sellers' option; and, further that under date of July 7th, the same date that purchase was made, the defendant wrote the complainants requesting that they hold off shipment until the latter part of August, and, further, that the complainants did not tender these oats until the latter part of August,—we think the oats should have been accepted, provided of course proper papers accompanied the tender.

Referring to Rule 14, page 22, we understand this rule was made to cover trades between members of our Exchange.

We therefore decide that the defendants are due the complainants the difference in the market on the date the oats were tendered and the purchase price. The market price of said oats on said date to be proven by the complainants.

Very respectfully,

ALEX. C. HARSCH.

DUNCAN MCKAY.

J. A. WILLIAMS, D.

Nashville, Tenn., May 21, 1910.

Mr. E. C. Hawkins, Sec'y & Treas., City. Dear Sir:—Case of Jno. Tyner et al vs. Gillette-Hardison Grain Co.:

The majority of your committee of arbitrators favored and rendered judgments in favor of complainants for an unknown amount, the writer dissenting from their opinion on the ground:

First. The claimants violated their contract in their failure to make shipment of the oats from Wichita, Kansas, or the place of shipper's operation, through Memphis to Nashville, Tenn., during the life of the contract.

Second. If the complainants acted within their rights when they purchased here and tendered for delivery to the defendants the oats in question, they failed to sell the oats for the purpose of establishing their loss, if they had one.

Our market Rules governing trades in grain for future delivery provide that when a buyer defaults, the seller must sell the grain for the account of the purchaser in a prescribed time, manner and place; and his claim against the buyer shall be the difference between the sale price and the contract price. Further, it is a well-defined, well-fixed

and established principle of law that it was the duty of the claimants in this case to sell these oats for the account of the defendant and thereby establish the amount of loss, if any.

Very truly yours,

J. A. WILLIAMS.

The award of Dec. 16th, supplemented by one of May 21st, 1910, signed by the full committee, recites the facts in the case as shown by the evidence. The opinion of May 21st, signed by one of the members (who had also signed the committee's award) of the arbitration committee, in which he dissents from the verdict of the majority, does not seem to be based on the entire evidence submitted.

It is clearly shown that the plaintiff sold to defendant "10,000 bus. No. 3 red oats at 46½c per bushel, basis Memphis, for shipment during July and August, Nashville inspection and Nashville weights." It is quite reasonable to believe that defendant expected oats would be shipped from Kansas territory but there is nothing whatever in the contract to that effect. The oats might, under the contract, have been shipped from Kansas, Memphis, or from any other point; the only condition to be considered was the price, 46½c, basis Memphis, and the weights and grading at Nashville.

Evidence submitted shows some points not referred to in the award; i. e., on Aug. 9th defendant wrote plaintiff (J. C. Robb & Co., Wichita, Kansas): As we never had an understanding on the red oats, we cancel our supposed purchase from you of 10 M bushels and have bought elsewhere. We are sorry that we were all balled up on these trades, but we really do not feel that we have been to blame."

To this plaintiff replied under date of Aug. 11th: "We were very much surprised to receive your favor of Aug. 9th, in which you say that you will cancel your supposed purchase from us of 10,000 bushels No. 3 or better red oats. We don't understand your attitude in this matter. This deal was made without a hitch and we fail to see how there can possibly be any misunderstanding in the matter. (Writer here quotes telegrams passing at time contract was made.) We also refer to your letter of July 7th, in which you confirm the exchange of telegrams as above quoted, and asked us to delay shipment on these oats as long as we could in August. We have also done this, and we will certainly expect you to accept the oats as per contract when we ship, which will be within the next few days."

The defendant on August 13th acknowledged receipt of the communication above quoted and said: "We have your favor of the 11th, and contents of same carefully noted. We have all your telegrams relative to the red oats, also all your letters, and we do not intend to take the oats. There is the same hitch in this oats trade that there was in the corn trade. Our confirmations of both purchases were identical, and you refused to ship the corn and disregarded our confirmation, and we have a perfect right to refuse these oats. We have simply canceled the trade on our books."

No evidence or correspondence is submitted by defendant or by the plaintiff that would warrant an arbitrary cancellation of the contract by the defendant. It is quite natural that the plaintiff, with two such positive notices of cancellation by the defendant, did not care to and did not, ship oats to fill the contract. It would be unreasonable to presume that he would make any shipments under such conditions. He (the plaintiff) had rights, however, that the defendant could not by notice of arbitrary cancellation take from him. He had the right to complete the contract at any time within its limits. He had been warned that if he shipped the grain it would not be accepted. He did what seems, under the circumstances, to have been all he could do to make a legal tender of the grain to cover contract, and within the contract time.

Whether or not grain in an elevator at Nashville is a good tender on contracts with outside parties for shipment to Nashville might be open to question. The Nashville Grain Exchange arbitrators decide that such a tender was in this case sufficient. The contention in the interest of defendant, that in order to establish a loss the grain should actually have been sold according to the rules of The Nashville Grain Exchange, might apply in a dispute between members but would not necessarily govern the conduct of a non-member. The action of plaintiff in buying 10,000 bushels No. 3 red oats at 47½c at Nashville for the purpose of filling his sale at 46½c, basis Memphis, is the best evidence as to plaintiff's loss by refusal of defendant to either allow the oats to be shipped from the country or to accept them when tendered at Nashville. The equities in the case are above rule or technicality; and the award of the committee of the Nashville Grain Exchange is regarded by this committee as fair, and should stand as final and judgment is hereby rendered in favor of plaintiff for the amount of two hundred fifty-two dollars (\$252.00); costs of appeal to be paid by defendant.

The Corn Products Co.'s works at Davenport, Ia., are grinding 12,000 bushels of corn daily.

ASSOCIATIONS

Sec'y Strong reports the following new members of the Illinois Association: Evans Elevator Co., Decatur; I. H. French & Co., brokers, Champaign; Meyers & Shank, Pearl City; Munson Bros., Windsor, and Tankersley & Co., brokers, Champaign.

Sec'y Smiley reports following firms and individuals and firms having made application to the Kansas Grain Dealers' Association since September 1: R. L. Hearn, Macksville, Kans.; Farmers' Business Association, Norman, Neb.; J. M. Marsh & Son, Carleton, Neb.; Hastings & Company, Wichita, Kans.; Sylvia Grain & Supply Company, Sylvia, Kans.; Sylvia Milling Company, Sylvia, Kans.; J. B. Vosburg, Lewis, Kans.; C. Heller, Solomon, Kans.; Verdi Grain Company, Verdi, Kans.; J. E. Rogers, Minneapolis, Kans.; Hall County Grain Company, Doniphan, Neb.; and Farmers' Grain & Supply Company, Ragan, Neb. The following firms have asked for reinstatement: E. W. Hinshaw, Plevina, Kans.; St. John Elevator Company, St. John, Kans.; and J. H. Dougan & Son, Perry, Kans.

The following are new members of the National Hay Association: Farmers' Feed and Supply Co., Lynchburg, Va.; Ardin Berkley, Yates Center, Kas.; J. P. Burroughs & Son, Flint, Mich.; Lanier Bros., Nashville, Tenn.; H. H. Burggraf, Marion, Ohio; G. E. Sabre, Providence, R. I.; J. S. Ewick, Henton, Ill.; M. D. Bradley, Mechanicsburg, O.; Ernest E. Freeman, Tampa, Fla.; L. D. Rouzer & Son and R. L. Elliott, Washington, D. C.; G. E. Patterson & Co., Memphis, Tenn.; C. L. Cupp, Union Dale, Ind.; Earle & Nelson, Asheville, N. C.; W. M. Binion, Dancy, Ala.; S. C. Ingersoll, Stamford, Conn.; L. N. Grosvenor, E. Claridon, O.; William Gillen, Pauling, O.; Wimer Brown Co., Auburn, Ind.; Lyons Grain and Coal Co., Lyons, Ohio; John Uller, Ruth, Mich.; The Best Service Co., Fairmont, W. Va.; Elk Milling and Produce Co., and Charleston Milling and Produce Co., Charleston, W. Va.; E. G. Kuhn, Wolf, O.; Arnold & Co., Lima, O.; Oberlin Milling Co., Oberlin, O.; D. A. Baker, Butler, Ind.; The Bell-McFarland Co., Toledo, O.; Flat Top Grocery Co., Bluefield, W. Va.; Kornfalfa Feed and Milling Co., and F. W. Taylor & Co., Kansas City, Mo.; Lutz, Bardt & Lutz, Delphos, O.; Douglas Grain and Hay Co., Lima, O.; American Products Co., Bluefield, W. Va.; Gehman & Co., Vermontville, Mich.; R. R. Pennywitt, Charleston, W. Va.; C. M. Truax, Delphos, O.; Gough & Kerbyson, Deckerville, Mich.; The Zorn-Horning Co., Gibsonburg, O.; Geo. R. Miller & Co., Rochester, N. Y.; Sellen & Young, Shelby, O.; Post Bros., Belding, Mich.; The Clark Douglas Co., Rochester, N. Y.; Rule & Miller, Republic, O.; John A. Killpatrick & Co., Philadelphia, Pa.; The Scott Grain and Hay Co., Fraekville, Pa.; The Myers Grain Co., Columbus, O.

HAY ASSOCIATION COMMITTEES.

The following is a list of the standing committees of the National Hay Association for the current association year, 1910-11:

Arbitration.—E. M. Wasmuth, Roanoke, Ind., Chairman; E. A. Dillenbeck, New York; J. Y. Stimel, Payne, Ohio; F. L. Young, Lansing, Mich.; Chas. England, Baltimore.

Grades.—Maurice Niezer, Fort Wayne, Ind., Chairman; C. E. Noyes, Jackson, Mich.; P. E. Goodrich, Winchester, Ind.; Albert Geidel, Pittsburg; C. A. Coleman, Savannah, N. Y.

Transportation.—H. W. Robinson, Greenspring, Ohio, Chairman; John Floyd, Pittsburg; H. H. Driggs, Toledo; H. H. Deam, Bluffton, Ind.; Geo. E. Van Vorst, New York.

Legislation.—E. B. Hodges, Norfolk, Va., Chairman; H. S. Hotaling, New York; S. F. Clark, Memphis; W. R. Mumford, Chicago; D. H. Rightmyer, Taughanock Falls, N. Y.

Standard Bales.—E. C. Forrest, Saginaw, Mich., Chairman; John P. O'Hara, Moravia, N. Y.; F. A. Decker, Providence, R. I.; Chas. T. Pierce, Van Wert, Ohio; J. V. Ferguson, New Orleans.

Statistics.—Willis Bullock, Canajoharie, N. Y., Chairman; Thomas P. Riddle, Fort Wayne, Ind.; W. B. McGregor, Fairmont, W. Va.; H. H. Freeman, Chicago; Fred Williams, New York.

Conservation.—Chas. Carseallen, Jersey City, Chairman; G. S. Bridge, Chicago; Cyrus Kinnc, Ovid, N. Y.; Abner Hendee, New Haven, Conn.; Clarence A. Euler, Baltimore.

STATE VICE-PRESIDENTS.

Alabama.—Joseph Gregg, general chairman, Atlanta, Ga. Alabama.—W. C. Ages, Birmingham, chairman; J. L. Suttle, Mobile; W. C. Agee, Selma.

Arkansas.—H. J. Speneer, Jonesboro, chairman; T. H. Bunch, Little Rock; J. H. Sims, Hazen.

California.—W. E. Clutter, Los Angeles, chairman. Colorado.—N. S. Green, Bristol, chairman; W. H. Lilley, Jefferson; J. L. Barr, Denver.

Connecticut.—M. E. Griffin, Hartford, chairman; R. G. Davis, New Haven; Frank Coles, Middletown.

District of Columbia.—J. V. Craig, chairman, W. S. Hoge, H. P. Pillsbury, all of Washington.

Florida.—W. A. Bours, Jacksonville, chairman; N. A. Faulker, Arcadia; T. S. Southgate, Jacksonville.

Georgia.—W. L. Fain, Atlanta, chairman; Dan Joseph, Columbus; C. S. Duncan, Atlanta.

Illinois.—John R. Leonard, Chicago, chairman; Chas. T. Wade, Farina; M. L. Selby, Golden.

Indiana.—George Arnold, Bluffton, chairman; L. L. Leas, Waterloo; George O. Stembel, Wheatfield. Iowa.—H. G. Weinberg, Lamont, chairman, E. G. Rich, Ledyard; S. T. Pease, Des Moines.

Kansas.—W. H. Beatty, Wakefield, chairman; J. F. Shields, Chetopa; J. H. Turner, Wlehlita.

Kentucky.—E. G. Duckwall, chairman, S. C. Walker, Amos Yaeger, all of Louisville.

Louisiana.—Geo. B. Matthews, Jr., chairman, T. J. Stanton, B. F. Maehin, all of New Orleans.

Massachusetts.—T. L. Wood, South Framingham, chairman; H. M. Stowell, Boston; Isaac Laplante, Fall River.

Maryland.—H. C. Jones, chairman, Walter F. McNeal, J. Albert Loane, all of Baltimore.

Michigan.—James Kerr, Melvin, chairman; Dell McMann, Harbor Beach; James Murphy, Fremont.

Missouri.—J. W. Anderson, Kansas City, chairman; Dan Mullally, St. Louis; Evan Evans, Lamar.

Nebraska.—W. W. Watson, Inman, chairman; Edward Knapp, Omaha.

New Jersey.—F. A. Champlin, Newark, chairman; Fred A. Hanks, Jersey City; John H. Inglin, Newark.

New York.—J. M. Hait, New York City, chairman; F. C. Mulkin, Friendship; J. B. Bradley, Interlaken.

North Carolina.—N. E. Mohn, New Berne, chairman; F. V. Johnston, Greenville; O. H. Wright, Wilmington.

Ohio.—Geo. Lazear, Mt. Vernon, chairman; William Lipstraw, Oak Harbor; E. R. Gallagher, Lima.

Oklahoma.—William Bondies, Durant, chairman; F. L. Kelly, Vinita; J. W. Allison, Afton.

Pennsylvania.—George B. Calvert, Braddock, chairman; Isaiah B. Seibert, Reading; S. D. Hunsberger, Philadelphia.

Rhode Island.—Edward C. Baker, chairman, R. B. Farnham, G. E. Sabre, all of Providence.

South Carolina.—Edward J. Gage, Greenville, chairman.

Tennessee.—John C. Bennett, Nashville, chairman; Walter Webb, Memphis; John Lanier, Nashville.

Virginia.—John J. Fairbanks, Richmond, chairman; Robert Johnson, Norfolk; F. L. McClung, Timber Ridge.

Washington.—J. E. Galbraith, Seattle, chairman.

West Virginia.—Edward C. Bassell, Clarksburg, chairman; F. W. Udy, Bluefield; W. B. McGregor, Fairmont.

Wisconsin.—Robert Clark, Chippewa Falls, chairman; John Berg, Sturgeon Bay; J. W. Zimmerman, Greenleaf.

CONFERENCE ON RAILROAD CLAIMS.

In the rooms of the Central Freight Claims Association, in the Rookery Building, Chicago, on Wednesday, September 21, was held an important conference between the railroads and the Illinois Grain Dealers' Association, in relation to the matter of claims for loss of grain in transit. This meeting was an adjourned meeting from one held in the same place upon the same subject last December.

The intent and object of the conference was to reach a tentative plan or agreement between the railroads and the Illinois Grain Dealers' Association, whereby all claims for loss of weight in transit could be handled uniformly, and upon a general basis.

There were present representing railroads, the following from Chicago: Mr. R. Kirkland, F. C. A. of the I. C., who was chairman; Mr. J. H. Howard, F. C. A., C. G. W. R. R.; Mr. H. C. Howe, F. C. A., C & N-W. R. R.; Mr. Frank W. Main, Asst. F. C. A., C. R. I. & P. R. R.; Mr. J. W. Newell, A. F. A., C. B. & Q. R. R., and the following from St. Louis: Mr. J. L. Tustin, F. C. A., M. P. and the St. L., I. M. & S. R. R.; Mr. C. H. Newton, F. C. A., Wabash R. R.

The Illinois Grain Dealers' Association was represented by Mr. Geo. D. Montelius, president, of Piper City, and Mr. S. W. Strong, secretary, of Urbana.

The question of claims for loss of grain in transit was very generally discussed. Mr. Tustin of the Missouri Pacific addressed the meeting most ably upon the subject, "Why a Railroad Claim?" taking up the subject from the beginning and questioning "why" there should be such a claim, and dividing into groups claims of a similar character. Very close attention was given by those present to the remarks of Mr. Tustin; and all appreciated that they were listening to words from a man who was well advised upon the matter which he was discussing.

The plan which was passed upon last December was again gone over by sections and finally approved by the meeting unanimously, and Chairman Kirkland was asked to formulate the matter in writing, and that then a copy he sent to each member of the conferees, for examination, and that hereafter approval should be made or further action taken as thought best.

The tentative plan as adopted subject to approval and amendment was as follows:

1st. The Illinois Grain Dealers' Association proposes that no claim shall be presented for payment through its Claims Department which does not exceed \$3; and that a claim shall be a ear load and not a number of ears.

3rd. On ears which arrive leaking grain, there shall be no deductions, but such claims shall be paid in full.

2nd. On ears which reach destination and on

which there is a shortage, but no evidence of any leaking, the railroads shall be allowed a deduction of ¼ of 1 per cent on corn; and ½ of 1 per cent on other grains.

4th. That 90 days is ample time for investigation of a claim, and that the railroads shall within that time approve or reject the claim.

5th. That ten days is ample time in which to allow for payment when a claim has been properly substantiated and the legal liability thereof assumed by the railroad.

6th. That the following items of documentary proof shall be submitted with each claim:

(a). Affidavit of weight of grain loaded into ear; the grade and kind of grain; how weighed—upon what scale; and affidavit to be made by the party who personally did the actual weighing and loading.

(b). Copy of the bill of lading.

(c). Certificate of weight at destination.

(d). Certificate of inspection at destination.

(e). Account of sales.

(f). Certificate of condition of ear upon arrival.

The conference adjourned with mutual congratulations upon the ability to find a common basis whereon all could meet upon such a vexing subject, to meet again on the call of the chairman. The conference deals with the following subjects:

OBITUARY

James Whiteside, a grain merchant of Delhi, Ont., died recently.

Cassius H. Durand, a prominent grain merchant, died in Chicago, Sept. 13.

S. Edwards, in the grain business for twenty years, died recently at Seymour, Texas.

L. Chamberlain, grain dealer of Spring Hill, Kan., died recently at Excelsior Springs, Mo.

Major George R. French, a prominent member of the Board of Trade and a Civil War veteran, died recently at his home in Chicago, after a long illness. He is survived by his wife.

Arthur W. Blundell, a retired grain merchant, committed suicide at his home in San Francisco, Cal., following a fit of despondency. He was sixty-nine years old and was brooding over the approach of old age.

Andrew J. Gove, a pioneer grain dealer of San Francisco, Cal., and a member of the Merchants' Exchange, died recently at the age of 85. Deceased was formerly grain inspector of the old Produce Exchange and was an expert in that line.

William N. Crane, formerly in the grain business as a member of the firm of Hollister, Crane & Co., died recently at his home in New York City, N. Y. Deceased was born in Albany. For twenty-five years he was an elder of the Madison Square Presbyterian church.

George W. Patten, a brother of James A. Patten, the well known grain speculator, died at his brother's home in Evanston, Ill., Sept. 28. Mr. Patten was a bachelor and left an estate estimated at \$5,000,000. A large number of Board of Trade men attended his funeral in a body.

Charles White Shaw died recently at his home in Springfield, Mass., following an attack of heart disease. For many years he conducted a grain, flour and feed store at that place. Mr. Shaw was born in Belchertown but lived most of his life in Springfield, where he was an ardent worker in the Baptist Church.

Benjamin Parker, a well known grain dealer and property owner of Maroa, Ill., recently committed suicide in a rooming house there. Mr. Parker had been manager of the Shallaharger Elevator Co., at Maroa, for several years and was a member of the Knights of Pythias and of the Methodist church. He leaves a wife and three children.

Arthur G. Stall, son of Robert S. Stall of Thorn-town, Ind., died recently at the age of 30, from typhoid fever, which also proved fatal to his brother, H. D. Stall. Mr. A. G. Stall has been associated with his father in the grain and elevator business operated under the name of R. S. Stall & Co. He is survived by his wife and infant son.

Calvin B. Horner, a well known grain dealer of Philadelphia and Atlantic City, died Sept. 23, at his residence in Philadelphia, Pa. Mr. Horner was a member of the Masonic order, the Odd Fellows and many other organizations. He was 56 years old at the time of his death. Deceased is survived by a widow and three sons. The funeral services were conducted by the Masons.

Edward Berg died recently at Silver City, New Mexico, where he had gone to regain his health. His home was in McPherson, Kan., and to this place the remains were brought. Mr. Berg served his home city as a member of the council and board of health. For many years he owned and operated an elevator at McPherson and also one at Elyria, and was at one time associated with the Smalley Seed Company, of McPherson.

Eaton County, O., reports a bean crop averaging but 12 bushels per acre against 17 last year.

FIELD SEEDS

Nashville seed men have advanced the price of clover 50c. per bushel.

J. C. Robinson Seed Co., Waterloo, Ia., has been remodelling its seed elevators.

Some farmers near Corning, Ia., have this fall gathered seed corn for two years.

The Kansas State Corn Show will be held at Manhattan during December holidays week.

The Binding-Stevens Seed Co. will absorb the Muskogee Seed Co., Muskogee, Okla. W. J. Stevens, of Wichita, is president, and J. W. Binding, of



C. W. GURNEY.

Tulsa, Okla., secretary-treasurer of the company, which is capitalized at \$75,000.

Helena, Mont., reports Chicago buyers of navy beans as making enquiries for beans in that state.

Great Britain's imports of soy beans, first half year, 1910, reached 345,500 tons, valued at \$12,600,000.

Oklahoma alfalfa seed has yielded the farmer this season from \$8.50 to \$12 per bushel, according to location.

A Sioux Falls seed dealer has contracted for the alfalfa seed yield of the best growers of Hughes County, at 14c per lb.

The Carolina Seed and Feed Co., with capital of \$50,000, has been organized at Greenville, N. C., by O. L. Joyner and others.

The Texas Corn Growers' Association will hold a meeting at Dallas on October 19 to make arrangements for the Texas Corn Show of 1910.

Dist. Agr. Agent A. G. Graham of Oklahoma says Carter County has a large supply of good seed corn, most of it the product of the boys' corn clubs.

Clover has receded somewhat from the high speculative price of September-October, but the prospects for a big yield are no better on that account.

Adam Currie, late of Currie Bros., Milwaukee, has established himself in business as A. Currie & Co., the "Co." being his sons Allister and Herbert.

"Miglio," a new grain-like cereal, fit for chickens, is reported from California. It is a forage plant that matures in 60 to 65 days, with stalks often six feet high.

E. W. Hamiter of the Hamiter-Busbey Mill and Elevator Co., of Shreveport, La., has purchased a car of choice Mediterranean wheat from McKinney, Texas, for distribution to farmers in northern Louisiana.

The Lima Bean Growers' Association of California has established a new selling bases, the organization making quotations for immediate rail shipment of \$4.70 f. o. b. for choice re-cleaned stock and \$4.05 for No. 1 limas, both being subject to the usual cash discount of 1 per cent and the tare allowance of half a pound per sack.

Miss Mary Best, of Medicine Lodge, Kan., will furnish the Oklahoma Board of Agriculture with 1,000 bushels pure hard winter (Kharkof) seed wheat for distribution to Oklahoma farmers. H. M. Cottrell, Agricultural Commissioner of the Rock Island System in Oklahoma, will also distribute

50,000 bushels of pure hard winter seed through E. V. Topping and C. F. Prouty, secretaries of the state millers' and grain dealers' associations, from Oklahoma City.

One of the best field crops reported from Oregon is 165 bus. of alsike clover seed from 14 acres near Amity. The income was \$8.40 per bu., or nearly \$100 per acre. Adjoining was a 40-acre patch that gave a little over 300 bus.

Samples of red dent corn grown near Jamestown, N. D., are large-eared, with grain fully developed. The corn resembles in every respect that grown in Iowa or Illinois and the ears are handsome specimens for any country. About four acres of this variety was raised this year.

The Indiana Experiment Station at Lafayette does not recommend hairy vetch for general farm use. The plant needs the support of rye or wheat, in which case the seed is pretty sure to be mixed with the grain and cause a dockage. The seed, too, is rather expensive, running about \$4.50 per bushel, or 7c. a pound. The rye-vetch mixture is recommended as green feed for dairy cattle. The vetch is a good fertilizing legume.

The first annual meeting of the Maine Seed Improvement Association will be held at Augusta in December 9 and 10. The products of improved seeds of corn, oats, beans, small grains and potatoes will be shown and arrangements are being made to have prominent seed experts and plant breeders present to address Maine farmers. Among these experts will be Prof. W. J. Spillman, head of the Bureau of Farm Management of the National Department of Agriculture in Washington.

Heredity is the most common cause of the big, strong stalks which produce no ears, but there are many other causes which act to produce the small, weak, barren stalks, says Wallace's Farmer. The Iowa Experiment Station found that weak seed would produce from 2 to 5 per cent more barren stalks than strong seed. Insect injuries cause many weak and barren stalks. Likewise thick planting, poor soil, or an unfavorable season will also produce weak stalks, many of which are barren.

The Ontario "good-seed campaign" is to be worked from the Toronto Exposition this fall, in the following way: "All the prize-winning grains exhibited will be turned over to the provincial department of agriculture, which in turn will send them to fourteen agricultural experts throughout the province to be finally distributed to farmers in their districts. Each farmer will be required to agree to plant and till the seed properly and to return to the experts an amount of seed equal to

PEA CROP IN WISCONSIN.

"The pea crop is the most profitable in this country," said Prof. Delwiche, of the Wisconsin State University Station at a demonstration meeting at a farm near Superior. "The crop does well on new breaking and not only is the yield good, but it puts the ground in good condition for other crops. No extensive experiments have been made here, but we are satisfied from other experiments made in similar soil in the clay belt between here and Ashland that the pea crop is the most valuable that can be raised.

"Agricultural critics agree that the best peas in the country are grown in Wisconsin and the best peas in Wisconsin can be raised between Superior and Ashland, in the clay country. The quality is the best and the yield is large. The average yield in Wisconsin is 18 bushels (shelled) to the acre and in this section the average is 20 bushels to the acre. The price is quite constant, about \$2 per bushel, and never has it been less than \$1.50. The fodder makes the best of feed and can be sold for the same price that hay is bringing, over \$20 per ton at present."

GURNEY SEED AND NURSERY CO.

This old Yankton firm, known all over the Northwest as well as its own home in South Dakota, recently completed the erection and equipment of the fine building shown in the accompanying picture. It is a three-story brick structure, faced on the two streets exposure with pressed brick, and both sides are very gracefully ornamented by clever manipulation of brick.

There is a basement under the entire building, 9 feet high, in the clear, giving a fine storeroom, which is used for potato storage. The three floors above the ground level are each 12 feet high in the clear. The equipment of handling and cleaning machinery is very complete, especially that used for treating sweet and field corn, of which the company are very large growers. At this time the Company is completing the machinery line by installing a Hess Drier, with which they were made acquainted by an advertisement in these columns.

C. W. Gurney, founder and president of the Company, is now past the scriptural allotment of years, being now in the 70s, but he is still actively interested in the management of a business to which he has devoted many years of his life and which has so long been known by his name. He began his nursery career in Iowa in 1865 and has been in that line and in seeds ever since. E. R. Gurney of the First National Bank of Fremont is vice-pres-



YANKTON PREMISES OF THE GURNEY SEED AND NURSERY CO.

that received. The amount so received back will be distributed to other farmers next year and thus an endless good-seed chain will be established."

Otto Schwill & Co. are building, and have all but finished a four-story warehouse for seeds at Nashville, Tenn. The building will be equipped with two freight elevators, which are incased in separate fire-proof shafts, each door opening covered with automatic fire doors. The equipment for handling seed and grain will consist of two stands of elevators by which grain is elevated in bulk from the car; one automatic scale which weighs material as it is taken from the elevator; and several automatic bagging machines for putting grain and seed in packages. The grain and seed cleaning machinery will be of the latest design and neither pains nor expense have been spared to make this the most complete seed house in the South.

ident of the Company and D. B. Gurney secretary-treasurer. The latter was "born and bred" in the business—knows it from alpha to omega, and takes pride in perpetuating the good name and high reputation of "Gurney" seeds earned in the past.

SEED CORN TESTS IN IOWA.

The supervisors of Pottawattamie County, Ia., in co-operation with the State College at Ames, last spring took a large number of samples of seed corn from planters in the field for testing at the county farm, with a view to showing the farmers the difference in the value of the seed then being planted by them. The results were recently published in the form of a table of germinating tests. In making this germination test, four tests were made of each sample and an average made of the results of the four tests. It appears that the average of 77 sam-

ples showed a stand of only 57.5 per cent; with 64.1 per cent strong, 19.6 per cent weak and 16.2 per cent dead. The best 8 samples gave a stand of only 79.2 per cent, while the poorest gave only 31.9 per cent.

The Ames College officials recommended the gathering of seed corn this season between September 26 and 30, or as soon as the grain had matured and before it should be hit by frost.

THE COMING CORN SHOWS.

The G. N. Ry.'s "Championship Corn Exposition" will be held at Billings, Mont., in December. The corn exhibits will consist of lots of 10 ears each, and prizes will be given to counties and to individuals. "Altitude prizes" will be given for corn grown at various altitudes up to 3,500 and above.

The Northwestern Grain and Corn Show will be held at South St. Paul on November 15-18 in connection with the Northwestern Live Stock Show.

The annual "Corn Palace" at Mitchell, S. D., was opened on September 26. The exhibits of grain were the best this exposition has ever had.

SOUTH ATLANTIC CORN EXPOSITION.

The South Atlantic Corn Exposition will be held in December at Columbia, S. C. Prizes amounting to \$18,000 will be distributed to Southern corn

growers, both quality and quantity being included in the scheme of prizes. Last year one South Carolina farmer proved up a yield of 225 bushels on a single acre; another North Carolina farmer proved 232 bushels, and the same man will have an acreage of over 100 bushels on 20 acres this year. The prizes have been arranged for each county and each congressional district in South and North Carolina and Georgia. Sweepstakes will be offered for the best ten ears of yellow corn, prolific white corn, single ear and bushel lots from all the states. All the exhibits will come together in grand sweepstakes and grand champion sweepstake classes. The winner of the grand champion sweepstakes prize for ten ears of corn will receive as his reward prizes approximating \$400. A separate department will be set aside for boys' corn clubs and boys' exhibits.

THE WORCESTER SHOW.

The New England Corn Show, under the management of L. B. Clore of Franklin, Ind., will be held at Worcester, Mass., November 7-12. The Show will be the first great exhibition of grain to be made in the New England States since "back to the farm" became a recognized shibboleth in the East.

The aim of the manager and the directors is to show by physical examples what New England can do with corn when an attempt is made; and beyond that the function will give opportunity for presenting many famous teachers of agricultural methods to New England farmers. A large number of distinguished agriculturists, therefore, will be heard during the progress of the Show, among whom may be named Prof. C. A. Zavits of Guelph, Ont., who will speak on "The Improvement of Farm Crops;" Dr. H. J. Weber of Ithaca, N. Y., "The Breeding of Grasses;" Prof. W. J. Spillman of Washington, D. C., "Systems of Farm Management;" Prof. Alva Agee of State College, Pennsylvania, "College Extension Work;" Prof. F. W. Taylor of Durham, N. H., "Principles of Corn Breeding;" Prof. G. E. Adams of Kingston, R. I., "What Rhode Island Is Doing with Corn;" Leon S. Merrill of Augusta, Me., "Co-operative Breeders and Cow Test Associa-

tions;" Prof. C. G. Williams of Columbus, O., "Corn Growing from A to Z;" Dr. J. H. Hillis of Burlington, Vt., "The Feeding of Corn;" Prof. P. G. Holden of Ames, Ia., "A Campaign for More and Better Corn;" Prof. H. J. Bell of Orono, Me., "Growing Small Cereals;" H. K. Hayes of New Haven, "What Seed Collection Has Done for Tobacco;" Dr. William P. Brooks of Amherst, "Fertilizers for Corn;" Miss Anna Barrows of Boston, "The Use of Corn Products as Food;" Miss Helen Louise Johnson of Springfield, "The Fireless Cooker and Its Uses in the Home;" Prof. James E. Rice of Ithaca, N. Y., "Market Poultry with Demonstrations;" Dr. C. B. Davenport of Cold Springs Harbor, N. Y., "Heredit-ity in Poultry."

The B. & M. R. R. will have a big exhibit of corn grown in its territory, which will be further illustrated by a large number of photographs.

During the exposition the directors will cause a "Corn Lunch" to be served on the fair grounds daily.

THE NATIONAL CORN SHOW.

It is proposed to change the name of the National Corn Exposition to "The National Agricultural Exposition," owing to the fact that the intent and purposes of the event have so far outgrown the original purpose of the National Corn Association. When the first show was held in Chicago in

Estimated yield Wisconsin, Iowa, Missouri, Nebraska and Oklahoma 700,000

Total crop, United States 17,150,000
Estimated seed requirements 1,750,000

Total flax available for crushers 15,400,000
Normal requirements for United States 25,000,000
Probable requirements this year 23,000,000
Shortage in crushing stocks 7,600,000

To make up this deficiency the Herald estimates a surplus in Canada for wheat of only 1,000,000 bus. out of a crop of 4,039,150 bus. The remainder will have to come from Argentina (available in January) and India (in April), in both of which countries a large increase in acreage is expected—reported in Argentina, expected in India, where the crop is not yet sown.

The shortage of and consequent high price of seed is reflected in the price of raw linseed oil, which at Chicago on September 10 reached \$1 per gallon, an advance of 58 cents over the high point of September last year, when oil sold at 42 cents. The record price previous to this year was 68 cents in December, 1909. In January, 1910, linseed oil began the upward tendency that resulted in 77 cents being attained as the high point for the month. The real movement that brought about the dollar price, however, started in September, reaching a climax when the Government crop report showed a flaxseed crop condition of 48.3, indicating a crop of 16,477,000 bushels, or nearly twice the shortage for crushing supplies estimated by the Herald above.

The CO-OPERATIVES

The Farmers' Elevator Co. of Cokat, Minn., declared a dividend of 7 per cent for crop year of 1909.

The Farmers' Elevator and Milling Co. at Granite Falls, Mont., lost on the crop of 1909 about all they made on the crop of 1908.

Kempton Farmers' Elevator Co., Kempton, Ill., last crop year handled 651,856 bushels of grain. A 10 per cent dividend was paid and 26 per cent added to surplus. The net profit for the year was \$3,093.37.

The Farmers' Elevator Co. of Stewartville, Minn., for the year ended July 31, 1910, on a business of about \$65,000, made a gross gain of \$3,004.99, or, net, \$799.35. The company still owes \$1,520.08 on the elevator.

The Alvord, Ia., Farmers' Elevator recently secured in a "justice" court a judgment against a member for the 2-c. forfeit per bushel for selling grain to another elevator. The defendant will appeal.

IRREGULARITIES BY TREASURER.

In the case of the Emerado Farmers' Elevator Co. vs. Farmers' Bank of Emerado, the Supreme Court of N. D. (127 N. W. Rep. 522) say:

The treasurer of the elevator company was also cashier of the Bank and the Elevator Company had money on deposit in the Bank. The man who was treasurer of the Company and cashier of the Bank was authorized by the Company to draw checks in the Company's name upon its bank account for the purpose of paying the Company's debts and obligations. He misappropriated funds of the Bank and then, for the purpose of covering up the shortage until such time as he expected to be able to replace them, he drew checks of the Elevator Company payable to the Bank and charged these checks against the Company on the books of the Bank. He was an officer of both corporations and he did not intend actually to transfer funds from one to the other. What appeared to be such transfer was made merely for the purpose of concealing temporarily his defalcation.

Upon this state of facts the court held that these checks created no liability in favor of the Bank against the Elevator Company. The court said: "The Bank, having accepted such payment through its cashier, cannot retain the benefits of his act without accepting the consequences of his knowledge. After receiving funds under such a state of facts the Bank can retain them only through ratification of the fraudulent act of its agent, the cashier; and in doing this it becomes particeps criminis with the cashier and liable at the suit of the Elevator Company to the amount of the fund so fraudulently transferred. "This cashier," the court says in another place, "had entire management, control and conduct of the Bank's affairs and stood as sole representative of the Bank in all transactions relating to the receipt and disbursement of the funds of depositors, and while so acting he drew checks of a company of which he was treasurer, payable to the Bank, presented such checks as treasurer to himself as cashier, took the sum of money paid over thereon and misappropriated it. The Bank for which he is acting will be held to knowledge of his fraudulent purpose at the time of presenting the checks and cannot base thereon a claim of liability in its favor against the Elevator Company."



CLERICAL AND SELLING STAFF OF THE GURNEY SEED AND NURSERY CO.

1907 only corn was shown. At the next two annual shows, which were held in Omaha, it was found necessary to enlarge the scope by adding classification for all grains and grasses. Interest in the show has since grown to such an extent that the state and government Departments of Agriculture have become directly interested; and the proposed change of name may take place in time to be used for the show of 1912.

The Columbus Exposition (the fourth show, being that of 1910-11) will open on January 30 and continue through February 11. Already more than 30 states have arranged for exhibits, from their respective agricultural colleges and experiment stations, of the best of their products.

The latest feature of the advertising for the coming show is that prepared by Secretary Stevenson, that President Taft proclaims a National Corn Food Day, or something of that sort, when all the hotels of the country, both great and small, shall on that day serve on their tables only menus composed of corn foods, such as corn breads, corn "cereals," corn fritters, corn bouillon, corn salads, etc. Mr. Stevenson thinks that recognition in this manner is due corn by the country for which it has done so much.

THE FLAX CROP.

The Duluth Herald on September 7 published a preliminary report of the flax crop of the U. S., showing a shortage of 7,600,000 bus. for crushing supplies. The Herald's estimate is tabulated as follows:

| | Bushels. |
|-----------------------------|------------|
| Northwest— | |
| North Dakota | 6,200,000 |
| Minnesota | 4,700,000 |
| South Dakota | 4,100,000 |
| Total Northwest | 15,000,000 |
| Montana | 700,000 |
| Kansas | 750,000 |
| Total, leading States | 16,450,000 |

HAY AND STRAW

An alfalfa meal factory will soon be established at Minatare, Neb.

The Artesia Alfalfa Milling Co., of Artesia, N. M., has recently opened its twenty-ton mill.

The Robers Alfalfa Mill Co. has erected a twenty-ton mill at Berthard and Bloomfield, Colo.

An alfalfa meal mill will probably be erected at Rapid City, S. D., by Omaha capitalists, in the near future.

Chas. J. Austin of New York is now in charge of the hay department of the Quaker Oats Co. in New York City.

F. J. Decker, of the Salt Lake Alfalfa Meal Co., is endeavoring to obtain capital for building an alfalfa mill at Berendo, Cal.

F. S. Hawkins, president of the Bank of Hollister, and Rush Jose have purchased the interests of A. H. Fredson & Son in the Farmers' Hay Co., of Tres Pinos, Cal.

In spite of the increase in the quantity of alfalfa hay grown in Nebraska, that state is short of hay owing to the disappearance of the prairie hay on which the state once depended.

R. W. Courter, who owns a farm southwest of Enid, Okla., recently threshed twelve acres of alfalfa which yielded fifty-five bushels of seed. The seed is worth \$10 to \$12 per bushel.

The McClave Alfalfa Mill at Lamar, Cal., will not be opened this year as the entire crop of alfalfa has been contracted for by feeders. There has been an unusually large amount raised this year, and it is of a good quality.

The alfalfa mill project at Woodland, Cal., which was recently instigated by the California Alfalfa Meal & Milling Co., has failed to materialize. Fred Muir, of Lindsay, however, is willing to furnish half the capital for the erection of a mill at Woodland.

The better grades of timothy, also No. 1 light mixed hay continue in moderate supply and prices remain firm at Pittsburg, says the local Grain and Hay Reporter. Clover and heavy clover mixed hay are still very plentiful, however, and big concessions in prices are being made to move it.

The new officers of the New York Hay Exchange Association elected on September 15 are as follows: President, E. Vreeland, of the Brooklyn Hay & Grain Co.; First Vice-President, Fred M. Williams, of W. D. Powers & Co.; Second Vice-President, Jas. M. Hait; Treasurer, F. A. Slingerland, of Slingerland & Co.; Secretary, Richard J. O'Brien; Directors, expiring 1912, E. W. Bertholf, of Miller & Bertholf, E. A. Dillenbeck, W. C. Bloomingdale, of the American Hay Co.

Loftus-Hubbard, St. Paul, on September 26 among other things said: "Kansas hay still constitutes the bulk of prairie arrivals, but as prices have advanced so much at Southwestern points during the past fortnight, local dealers find it almost impossible to sell same at prices that will enable it to move on this market. Unquestionably prices will continue to advance on all hay until we get another cutting, as a careful search of all hay producing countries within shipping distance fails to locate any considerable amount of hay that can be moved except at prohibitory prices.

The hay crop of the United States this year, according to the preliminary estimates of the Agricultural Department, is nearly five million tons short of last year's and ten and one-half million tons short of the big yield of 1908. The principal shortage is in the Northwestern States, Wisconsin, Iowa and Nebraska, and the Mountain States. The total crop this year is 60,116,000 tons. The effect of the shortage is seen in prices, which are \$2 to \$4 a ton higher than a year ago, except for alfalfa, which is 50 cents to \$1 higher. The movement of hay in most parts of the country, however, is so large as to give no indication of the shortage reported.

FERTILIZING MEADOWS.

Thos. F. Hunt, in Bul. 101 of the Pa. State College Exp. Sta., says: "I believe it safe to assert that the same money used in applying commercial fertilizers to grass lands will bring a greater profit than when applied for corn or wheat." He then reports the influence of commercial fertilizers on grasses at the Station, as well as at other stations, the results of which lead him to exclaim (p. 13)—"Even to the hardened investigator these results came almost as a revelation."

CANADIAN HAY TRADE.

The Montreal hay market is suffering from an excess of supplies, notwithstanding that the Eastern States and England are relieving the market of quite a lot, says the Trade Bulletin. "It is now

generally admitted that the proportion of No. 1 hay will be very small compared with No. 2 and the lower grades. One Montreal dealer says that so far his purchases of No. 1 hay of the new crop have been only about one car in fifteen. This shows a big disproportion of No. 1 timothy hay. The average crop, it is estimated, will run No. 2 and No. 3 timothy and clover mixed. Another dealer, who is pretty well posted, says the proportion of No. 1 timothy hay will be less than that of last year.

ALFALFA STEM BLIGHT.

The Colorado Experiment Station, in Bulletin 159, describes a new alfalfa disease called stem blight. It is caused by a germ that affects the stem, appearing early in the season and causing a loss of 80 per cent of the first cutting. It then disappears for the year, to appear on the first growth in the succeeding year—May 1 to 15. It has been known in Colorado since 1904, and has been seen in Utah, New Mexico and Kansas. It became so serious in 1907 that it was made the subject of special study by Walter G. Sackett of the Colorado Station.

He sums up his findings by saying: The blight causes the stems to appear watery, semi-transparent, in the early stages, and to have a yellowish, olive-green color which soon changes to amber, due to the appearance and subsequent drying of a thick, clear exudate. This dried excretion gives the stems a shiny, varnished appearance, and a slightly rough feel to the touch. These stems blacken in six to eight weeks, become very brittle and are easily broken, which fact makes it almost impossible to handle the crop without an immense amount of shattering. No varieties of alfalfa entirely resistant have been obtained up to the present time.

As a means of control, he "recommends that the frosted alfalfa be clipped, with the mower set low, as soon as it is reasonably certain that the danger from late frosts is past. This will rid the plants of the diseased portions, and afford an opportunity for the early growth of a new cutting. If this is done in time, the regular number of cuttings should be secured with little or no loss in tonnage."

SOUTH TEXAS HAY.

H. L. Roberts at Hitchcock, Texas, makes a timely plea to farmers in southern Texas, through a Houston paper, to be more careful in the grading of hay. There is a good demand for "choice" and shippers and haymakers are selling that grade freely, only to find that it will not so grade on arrival. "Then," says Mr. Roberts, "the dealer comes back on the shipper and he either has to reduce his draft or go to the expense of trying to sell the hay to some one in the town where the car has been shipped. Usually the dealer wires him to release the bill of lading and he will do the best he can with the hay, which after deducting the demurrage and expense of handling, nets the shipper \$2 to \$3 per ton less than offered by the dealer for choice hay.

"For the information of all hay loaders," adds Mr. Roberts, "we wish to state that there is not a car of hay being made now in South Texas nor will be made the balance of this season, that will grade choice hay; and, of course, when it is shipped as choice hay and refused, there is no one to blame, but the shipper, of course, is the man to stand the loss. But all of this trouble could be averted if the shippers would grade their hay and not accept an order for choice hay or ship hay as choice hay when it would not grade choice.

"We have been watching this matter pretty closely and we know that it would be to the interest of both the dealer and the haymakers to offer to the trade and accept orders for the grade of hay that they are able to furnish. This is not being done today; for, as we stated before, nearly every dealer in the state of Texas who is handling South Texas hay is quoting it as choice hay. The bay loaders or makers are accepting orders from the dealer for choice and shipping No. 1 or No. 2. This is where all the trouble comes in and is a matter that should be righted."

The grades Mr. Roberts has in mind are those of the National Hay Association rules for prairie hay.

ANNOUNCEMENT BY PRESIDENT DEAN.

President B. A. Dean of the National Hay Association, under date September 16, issued the following circular:

"The Association having chosen me to its presidency, I take pleasure in extending to you a word of greeting. I realize the importance of the work before me, succeeding so able an administration, and purpose to accomplish the very most for our future.

"Since the organization of our Association we have been recognized by commercial bodies and by the public at large as a body of men of integrity and ability, fully able to cope with the many problems that come before us for solution. Questions of the rights of both shippers and receivers have been considered and have been solved to our mu-

tual benefit. Many matters of importance will present themselves to us in the ensuing year; and in the caring for such I heartily solicit your united co-operation. The matter of grading and transportation of our commodities will be given special attention.

"Numerical strength is greatly desired. And while it is the earnest wish of our more enthusiastic members, and I assure you it is my wish in particular that we should reach the coveted mark of one thousand members during the present administration, particularly at this time I wish to call the attention of some of our older members to their neglect at our last convention to care for their dues and thus retain their identity with us. Kindly send remittances to our Mr. J. Vining Taylor, secretary-treasurer, Winchester, Ind., and let us all start together in this our new year's work. The old, the true and the tried, we cannot afford to spare, and we believe that you cannot afford to be spared from our Councils.

"Fellow members, the zenith of our power has not yet been reached. Let us look forward to a broader field of usefulness, keeping constantly before us our motto, 'Not for self but for all.'"

THE STATE OF TRADE.

The Hay Trade Journal of October 8 gives a summary of the state of the hay market for the week, from which the following items are taken:

Baltimore.—A slight improvement is to be noted in the demand for hay since the opening of the month. The receipts of the better grades of timothy and light mixed hay are not excessive, hence, under a fair demand, prices on such stock are well sustained. Low grade stock is not wanted and rules dull and weak under a free supply.

Boston.—There is a better tone to the market for the best grades of hay, with prices firmly held and some receivers claiming to have sold above quotations.

Buffalo.—Receipts of hay continue heavy. Trade has been dull the past week, and hay is hard to sell at prices quoted except the better grades. Straw is dull and hard to move.

Cincinnati.—The receipts have fallen off again and with a fairly active demand. All grades of timothy are ruling firm and the indications are for higher prices. The demand for clover and clover mixed is only fair.

Chicago.—The fresh receipts continue light and good hay, both timothy and prairie, is hard to find. The low grades are still dull and are slow in cleaning up. Poor prairie from the west is still arriving and hard to place at any price. Straw seems to be in better request.

Kansas City.—The demand for choice and No. 1 hay has been good and sales are made at steady prices. Lower grades are not wanted and the market for same is weak. Straw market steady.

Philadelphia.—No. 1 timothy finds a good outlet and all offerings are readily disposed of at firm prices. Medium and low grades are plentiful, constituting a considerable proportion of the offerings, and rule dull and weak.

Pittsburg.—Except for best timothy, which sells fairly well, the market is inactive. There is a considerable accumulation of low-grade timothy and clover hay on track, and much difficulty is experienced in making sales, even at concessions in prices.

New Orleans.—Receipts continue heavy, and the Mobile & Ohio Railroad have also placed an embargo on all shipments of hay. Offerings are meeting with ready sale upon arrival, regardless of the large receipts, at top of quotations. Prices show no change.

New York.—The hay market has improved during the week. Trading has been fairly heavy and stocks in transit have been working down. In consequence, the feeling is somewhat stronger; a few sales of choice bales were made up to \$23, but that figure is still very extreme. Small baled hay does not recover as rapidly as large.

The editor of Greenville (Miss.) Democrat reports that he "was shown by Capt. W. A. Everman a day or two ago four stalks of corn containing 27 ears, and 12 stalks containing 70 ears. The twelve stalks were raised by Dr. E. C. Smythe, East End, Greenville, all of the 70 ears being well developed, solid corn. If anybody has any doubt about the Delta being a corn country he should see the 70 ears of good corn grown on twelve stalks." A few days later, Prof. J. W. Fox of the Mississippi Agricultural and Mechanical College, lecturing at Indianola, Miss., in the county next east, said that the Yazoo delta has the "best farming lands in the U. S.," but "these people do the poorest farming of any set of people on earth." He advised that "native corn should always be planted for the best yield and for housing purposes, but that Northern corn could be grown earlier and to some advantage, provided it is used for immediate feed, and not kept for a future use."

FIRES-CASUALTIES

A slight loss was incurred by a fire in the Kent Grain Elevator at Kalamazoo, Mich.

The Midland Elevator Co.'s elevator, at Tulsa, Okla., was recently destroyed by fire.

The St. Anthony & Dakota Elevator at Grand Harbor, N. D., burned to the ground recently.

The elevator at Hamburg, Iowa, owned by A. J. Truw, was slightly damaged by fire recently.

Lightning caused a slight damage to the E. D. Morse Elevator at Princeton, Wis., on Sept. 11.

On the 21st of September, the elevator at Lowry, S. D., which is owned by J. J. Peters, was slightly damaged by lightning.

The roof of the warehouse at Greeup, Ill., was slightly damaged by a fire resulting from the sparks of a locomotive.

A large grain elevator, together with a mill at Oskaloosa, Iowa, was destroyed by fire recently, causing a loss of \$50,000.

The elevator at Cincinnati, Ohio, which belongs to the Early & Daniel Co., was damaged to the extent of \$3,000, recently.

A fire was discovered in the Fillmore Grain Store at Palmer, Mass., which was speedily put out with chemical extinguishers.

The elevator at Warren, Minn., which is run by O. P. Bjorklund, was recently struck by lightning receiving only slight damage.

The Pacific Coast Elevator Co., of Portland, Ore., reports a small loss to its elevator at Thornton, Wash., caused by a recent fire.

The Northwestern Elevator at Rothsay, Minn., was recently struck by lightning and the cupola destroyed. The grain was damaged by water.

The feed warehouse at Washington, D. C., which is owned by the W. M. Galt & Co., was destroyed by fire September 23, causing a loss of about \$25,000.

The elevator of Lamoreaux & Inkster Bros., at Melvin, Ill., recently burst, allowing 500 to 600 bushels of corn to run out onto the Illinois Central side-track.

The elevator at Otis, Kan., which is owned by the Jacob Librach Grain Co., was damaged by fire September 17. The house had a capacity of 10,000 bushels.

President O. E. Remer, of the M. H. Pettit Co., estimates the damage by fire to its malt house at Kenosha, Wis., at \$25,000 to \$35,000. The fire occurred Sept. 26.

The D. P. Wigley Elevator at Racine, Wis., was recently damaged by a fire which started in the elevator shaft, causing a loss of \$6,000, fully covered by insurance.

The elevator at McPherson, Kan., which is owned by the Lindsborg Mill & Elevator Co., was struck by lightning recently, but no fire resulted. A large hole, however, was burned in the roof.

The office of the Herman & Herman Elevator Co., at Defiance, Ohio, was recently broken into. The safe was carried a hundred feet and then broken open but only a small amount was obtained.

The warehouse at Cleveland, Ohio, owned by E. M. Folsom Co., was destroyed by fire a short time ago, entailing a loss of \$20,000. The fire originated in an elevator shaft probably from the sparks of an engine.

A fire of unknown origin totally destroyed the Occident Elevator, together with 5,000 bushels of wheat and a carload and a half of flour, at Columbus, N. D., September 16. The loss is \$20,000, fully covered by insurance.

The Twist Elevator, at New Berlin, Ill., was damaged to the extent of \$30,000, by a recent fire, which probably started from the sparks of a locomotive. The contents, consisting of 15,000 bushels of grain, were entirely ruined.

A fire was discovered recently in the Farmers elevator at Kemnay, Man., but a prompt response to the elevator's whistle brought a number of men who formed a bucket brigade, extinguishing the fire with small damage.

The C. C. Irey Elevator at Columbus, N. D., was burned to the ground recently and several thousand bushels of grain destroyed. The fire is supposed to have been caused by an overheated boxing in the elevator shaft.

A fire which started in the engine room of the C. J. Miles Elevator at Eustis, Neb., recently destroyed the structure, together with a car of oats and a car of wheat, causing a loss of \$3,000. The origin of the fire is unknown.

A fire started in the grain elevator of the Gottfried Brewing Co., Stewart avenue and Alexander street, Chicago, at an early hour on the morning of Sept. 30. The firemen fought the blaze for eight hours but succeeded in saving only the tenement houses in the neighborhood. Many of the men narrowly escaped death from the falling walls

of the plant. Loss on the elevator and partially destroyed malt house is estimated at \$500,000.

The Updike & Co.'s Elevator at Brickton, Minn., which is leased and operated by F. G. Endelman, was totally destroyed by a fire originating from matches in the hands of a small boy. The elevator will be rebuilt at an early date.

Jos. Funk, the manager of the elevator at Lake Preston, S. D., which is owned by the Western Elevator Co., got his arm caught while tightening a belt on a pulley and suffered the breakage of the two large bones in his arm.

Two small boys narrowly escaped death recently when they attempted to ride down on some moving grain which A. E. Broughton, the manager of the Rock Grain Co.'s elevator at Dighton, Kan., was elevating from the pit to one of the bins.

The hay barn used in connection with the Paisley Elevator at Witt, Ill., was destroyed by a fire caused by spontaneous combustion. The elevator was only saved by the direction of the wind. The loss is \$1,500, partially covered by insurance.

Dr. G. B. Keaton, a veterinary surgeon, was recently buried under fifty sacks of wheat, while handling grain for the Pacific Coast Elevator Co., at La Crosse, Wash. His left leg was broken and his body crushed but it is probable that he will recover.

A timber protruding from a freight car loaded with lumber which was switching near the elevators at Weyburn, N. W. T., recently tore one of the grain spouts from an elevator of the Western Elevator Co., causing about 800 bushels of wheat to be scattered about the tracks.

Fire nearly destroyed the engine house of the Longmont Elevator at Longmont, Colo., a short time ago, and would have soon destroyed the elevator filled with wheat had it not been discovered. The engine escaped damage and the total loss on the plant is only a few hundred dollars.

The Gault Brothers' Elevator at Cromwell, Iowa, burned September 17, causing a loss of \$5,000. The fire was caused by loafers in the building. Before it was noticed it had gained so much headway that the citizens were powerless, there being no fire department in Cromwell. The elevator will be rebuilt.

The Great Western Elevator, at Randolph, S. D., was recently destroyed by fire, together with the 3,000 bushels of grain contained in the building. The fire when discovered by F. A. Smith, buyer at the South Dakota Farmers' Elevator, had gained such headway that all efforts to save it were of no avail.

The elevator of the Sleepy Eye Milling Co., at Lebanon, S. D., was recently destroyed by a fire of unknown origin, which had gained such headway before being discovered that all efforts were useless. The loss on the building amounts to \$10,000, besides that on the 6,500 bushels of oats, which it contained.

The D. A. Chalmers Elevator at Washington, Iowa, was recently struck by lightning and badly burned. Besides the loss of the frame structure, between 15,000 and 18,000 bushels of grain were either burned or soaked. The damage is only partially covered by insurance. Mr. Chalmers has not decided whether he will rebuild.

Ford La Mere, an employe at the elevator of the Prescott Terminal Co., at Prescott, Ont., recently suffered the loss of his right hand, which was cut off by a pulley. He was endeavoring to separate two ropes attached to the scoops in the hold of a grain vessel, when his hand got in such a position that he was unable to let go without being killed.

The elevator at Napanee, Ind., owned by Hartman Bros., was destroyed the latter part of September by a fire of unknown origin, which started in the engine room, causing fifty gallons of gasoline to explode. The damage to the building and 4,000 bushels of oats which it contained amounts to \$4,000 or \$5,000, partially covered by insurance.

While working on the gasoline engine in the Farmers' Elevator at Hildreth, Nebr., Manager Van Steenburg's clothing became entangled in the machinery which ignited some matches in his pocket. He was covered with the burning oil, but managed to stop the machine and cut off his clothing with a knife. In doing so, however, he lacerated his body terribly.

The entire fire fighting force of Memphis, Tenn., was called upon, on the night of October 4, to fight a fire which destroyed the big elevator and warehouse owned by the E. C. Buchanan Co., and the Roberts & Hammer Grain Co., of that city. The buildings were constructed of corrugated iron which aided the firemen in keeping the conflagration from spreading. Many firemen suffered injuries mostly due to the intense heat. The damage is estimated at \$100,000 nearly covered by insurance.

Hubert E. Gooch, grain dealer and miller at Lincoln, Neb., has bought the Star newspaper of that city for \$67,000.

The Ellis Drier Co.

The Secret

of Capacity and Unequalled Quality of work accomplished by the Ellis Drier lies in the fact of the absolute evenness of its work. We believe those who have had experience in the drying and conditioning of grain appreciate what this fact means.

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Is Nature's
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CROP REPORTS

Owing to drouth, the corn crop of Maryland is the smallest known for many years.

Montana will have a bumper hay crop this year. The corn crop yielded 420,000 bushels. About 12,000 acres were in corn.

The unusual amount of rain which has fallen throughout the Ohio Valley portions of Indiana, Illinois and Kentucky threatens the crops of that region.

The grain crop of Washington will not fall far below that of last year. It is reported that few losses will be met with as all the grain can be harvested.

Corn crop in Kentucky about 95,000,000 bushels, against 103,000,000. October report makes corn condition 91 per cent. Wheat acreage sown only 26 per cent, about 750,000 acres.

Mr. R. S. Wilson, state agent of the United States Department of Agriculture states that the corn crop is the largest ever raised in Mississippi and other cereal crops are also excellent.

Alfalfa is exceptionally fine in all parts of Kansas this year, in some places even yielding a second crop. The yield of corn is below the usual, however. A large acreage of wheat is noticeable this year.

The heavy rains which have fallen throughout Pennsylvania has caused much damage to winter wheat by washing it from the ground. It has been necessary to replant a great deal in order to obtain a full crop.

Argentine wheat is reported to be in danger of locusts. The acreage this year is estimated at 14,998,000, the largest on record, against 14,422,000 last season. The crop last year was the shortest in years, owing to drouth.

Despite the failure of corn in some parts of that state, the Texas crop of this year will be surpassed only by that of 1898. Wheat will reach 15,000,000 to 18,000,000 bushels. The oat crop will be the largest the state has ever raised.

The corn in Missouri is late and a great deal is spotted but fortunately most of it is out of danger of frost. It promises to be the largest in twenty-five years. Reports indicate 259,000,000 bushels, against 213,000,000 a year ago.

The International Institute of Agriculture estimates the foreign wheat crop September 1 as follows: Italy, 165,346,656 bushels; Roumania, 108,853,211 bushels; Hungary, 198,682,118 bushels; Russia, 917,633,489 bushels; and Prussia, 87,799,050 bushels.

The estimated production of wheat for the whole of Canada is 122,785,000 bushels; of oats, 283,247,000 bushels, and of barley 39,388,000 bushels. The estimate for Manitoba, Saskatchewan and Alberta is 99,890,000 bushels of wheat, 92,201,000 bushels of oats, and 14,723,000 bushels of barley.

Iowa has a corn crop of over 300,000,000 bushels as against 290,000,000 last year. All danger of frost is over as the corn is all matured. The small grain will greatly exceed the 1909 crop, oats yielding an especially good crop of about fourteen bushels per acre. Hay, however, is short this year.

Corn prospects in Ohio are 81 per cent. The September report is estimated by the government as 114,000,000 bushels as against 153,000,000 a year ago. The wheat crop is estimated at 31,200,000 bushels, against 24,300,000 in August. Oats crop, 54,000,000 bushels. Rye crop, 999,239 bushels. Barley, 461,000 bushels.

Reports indicate that the Nebraska corn crop this fall will reach 174,000,000 bushels, last year's crop being 194,000,000 bushels. The crop will not be affected by frost, though it is still green. Indications point to the largest acreage of winter wheat in the history of the state. Oats also yielded a banner crop, beating that of 1909.

THE GOVERNMENT REPORT.

The Crop Reporting Board of the Bureau of Statistics estimates the average condition of corn on October 1 was 80.3, against 78.2 on September 1. 73.8 on October 1, 1909, and 78.4 the ten-year average for October 1. Comparisons for important corn states follow:

| States. | Condition | | Per Cent of U. S. |
|----------|---------------|---------------|-------------------|
| | Oct. 1, 1910. | Oct. 1, 1909. | |
| Illinois | 88 | 84 | 9.3 |
| Iowa | 86 | 77 | 8.3 |
| Texas | 75 | 50 | 7.9 |
| Kansas | 62 | 57 | 7.8 |
| Missouri | 86 | 69 | 7.2 |
| Nebraska | 72 | 69 | 7.1 |
| Oklahoma | 51 | 46 | 5.1 |
| Indiana | 88 | 90 | 4.5 |
| Georgia | 87 | 87 | 4.0 |

| | | | | |
|----------------|----|----|----|-----|
| Ohio | 79 | 86 | 83 | 3.5 |
| Tennessee | 84 | 74 | 79 | 3.3 |
| Kentucky | 84 | 82 | 82 | 3.2 |
| Alabama | 94 | 73 | 78 | 3.1 |
| Mississippi | 95 | 67 | 73 | 2.8 |
| North Carolina | 86 | 77 | 81 | 2.7 |
| Arkansas | 90 | 64 | 74 | 2.5 |
| Louisiana | 91 | 84 | 78 | 2.2 |
| South Carolina | 87 | 81 | 78 | 2.1 |
| South Dakota | 77 | 90 | 82 | 1.9 |
| Virginia | 83 | 76 | 86 | 1.9 |
| Michigan | 78 | 82 | 83 | 1.8 |
| Minnesota | 83 | 92 | 82 | 1.5 |
| Pennsylvania | 81 | 66 | 83 | 1.4 |
| Wisconsin | 77 | 80 | 83 | 1.4 |

United States... 80.3 73.8 78.4 100.0

The average condition of the spring wheat crop is placed at 94.1 against 90.5 for last year, with a total yield of 233,475,000 bushels, against 290,823,000 for 1909, and an acreage yield of 11.8 against 15.8 for 1909. Comparisons for important spring wheat states follow:

| States. | Production, 1910. | | Production, 1909. | |
|--------------|-------------------|---------------|-------------------|---------------|
| | Total Bushels. | Quality P. c. | Total Bushels. | Quality P. c. |
| North Dakota | 39,716,000 | 95 | 90,762,000 | 89 |
| Minnesota | 94,080,000 | 95 | 94,080,000 | 92 |
| South Dakota | 46,656,000 | 94 | 47,588,000 | 88 |
| Washington | 12,006,000 | 89 | 15,656,000 | 94 |

United States... 233,475,000 94.1 290,823,000 90.5

The total production of all wheat this year is estimated at 691,769,000 bushels, against 737,189,000 bushels for last year. The quality is placed at 93.1 and the yield per acre at 14.2, as against 15.8 last year and a ten-year average of 14.1.

The 1910 condition of oats is estimated at 93.8 against 86.1 for last year, with a yield of 31.9 bushels, against 30.3 bushels for 1909 and 29.5 bushels, the ten-year average. Comparisons for import oats states follow:

| States. | Production, 1910. | | Production, 1909. | |
|--------------|-------------------|---------------|-------------------|---------------|
| | Total Bushels. | Quality P. c. | Total Bushels. | Quality P. c. |
| Illinois | 170,088,000 | 97 | 159,064,000 | 94 |
| Iowa | 162,540,000 | 99 | 116,100,000 | 94 |
| Minnesota | 78,523,000 | 85 | 90,288,000 | 95 |
| Nebraska | 72,716,000 | 96 | 61,825,000 | 87 |
| Wisconsin | 68,629,000 | 87 | 79,800,000 | 95 |
| Indiana | 66,000,000 | 96 | 55,510,000 | 85 |
| Ohio | 65,658,000 | 96 | 56,225,000 | 87 |
| North Dakota | 12,210,000 | 70 | 49,600,000 | 93 |
| South Dakota | 34,609,000 | 86 | 43,500,000 | 93 |
| Michigan | 51,020,000 | 94 | 43,310,000 | 90 |
| New York | 46,161,000 | 96 | 37,365,000 | 87 |
| Pennsylvania | 35,130,000 | 94 | 25,948,000 | 86 |
| Kansas | 38,181,000 | 94 | 27,185,000 | 90 |

United States... 1,096,396,000 93.8 1,007,353,000 91.4

For the crops already in the comparisons are:

| Crops. | Yield per Acre. | | Production. | |
|--------------|-----------------|----------------|-------------|-------|
| | Bushels. | (000 omitted). | 1910. | 1909. |
| Spring wheat | 11.8 | 233,475 | 290,823 | 94.1 |
| All wheat | 14.2 | 691,769 | 737,189 | 93.1 |
| Oats | 31.9 | 1,096,396 | 1,007,353 | 93.8 |
| Barley | 22.4 | 158,138 | 170,284 | 88.1 |

HEARING ON INSECTICIDE AND FUNGICIDE REGULATIONS.

At a public hearing on October 20, 1910, manufacturers and vendors of insecticides and fungicides will have an opportunity to present their views concerning the regulations that are to be promulgated for the enforcement of the new "insecticide law." The hearing will be held in the room assigned to the "food board" at the Bureau of Chemistry in the Department of Agriculture Building at Washington. The new law, approved April 26, 1910, is similar in form and substance to the Food and Drugs Act, and forbids the adulteration or misbranding of insecticides and fungicides that pass in interstate commerce. A committee appointed by the Secretaries of the Treasury, Commerce and Labor, and Agriculture will draw up the regulations. This committee is composed of R. E. Cabell, Commissioner of Internal Revenue, Chas. Earl, solicitor of the Department of Commerce and Labor, and Geo. P. McCabe, solicitor of the Department of Agriculture. The latter is chairman of the committee.

The Minnesota Railroad and Warehouse Commission has adopted the following schedule of inspection rates, which went into effect on October 1: For inspection in and out of store, for each carload or part thereof, 75c. for flaxseed and 35c. for all other grain. For inspection in running stream, 75c. per 1,000 bushels of flaxseed and 40c. for all other grain. Charges for weighing grain: all grain, in or out of store, 40c. for each car, or part, and 40c per 1,000 bushels when loading into vessels.

LATE PATENTS

Issued on September 20, 1910.

Tubular Guard for Dust Collectors.—Philip C. Miller, Chicago, Ill. Filed May 20, 1907. No. 970,530. See cut.

Issued on September 27, 1910.

Dust Collector.—Frank J. Matchette, Milwaukee, Wis. Filed December 21, 1908. No. 971,390.

Agitator for Grain Heaters.—August J. Koegler, Milwaukee, Wis. Filed May 12, 1910. No. 971,048. See cut.

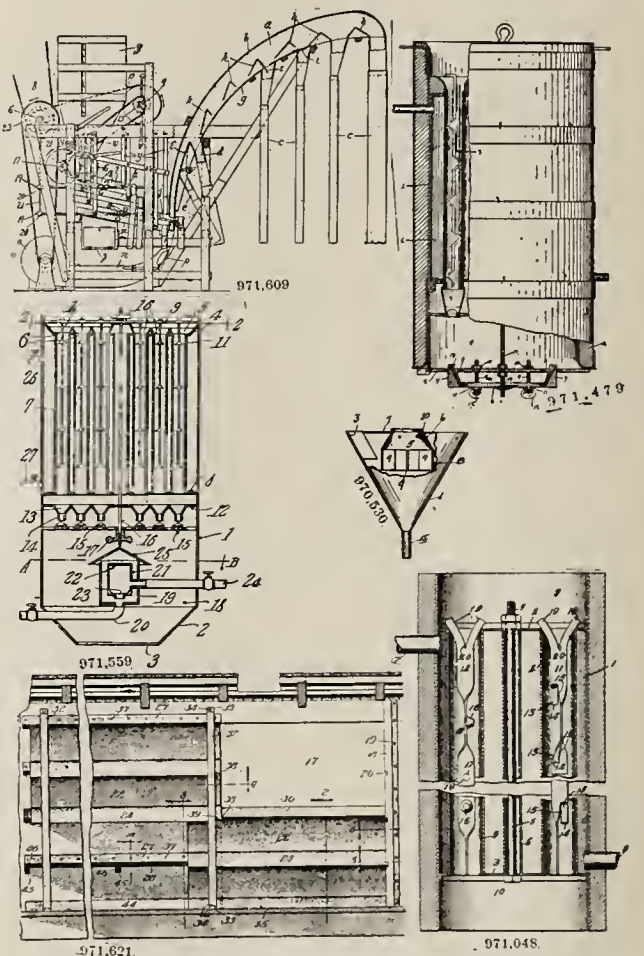
Agitator for Grain Heaters.—Frederick A. Wegner, Milwaukee, Wis., assignor, by mesne assignments, of one-half to Herbert C. Graham, Milwaukee, Wis. Filed January 8, 1910. No. 971,480.

Device for Regulating the Discharge of Grain Heaters.—Frederick A. Wegner, Milwaukee, Wis., assignor, by mesne assignments, of one-half to Herbert C. Graham, Milwaukee, Wis. Filed January 8, 1910. No. 971,479. See cut.

Issued on October 4, 1910.

Grain Door for Freight Cars.—William K. Lavis, La Grange, Ill. Filed June 15, 1909. No. 971,621. See cut.

Corner Bracket for Pitless Wagon Scales.—Gerry Jones, Binghamton, N. Y., assignor to Edward F. Jones, Binghamton, N. Y. Filed Oct. 12, 1908. No. 971,757.



Reinforced Concrete Pit for Wagon Scales.—Gerry Jones, Binghamton, N. Y., assignor to Edward F. Jones, Binghamton, N. Y. Filed November 2, 1908. No. 971,758.

Grain Door.—Walter H. Jump, Carroll, Iowa, assignor of one-third to Frank Beiter and one-third to John Beiter, Carroll, Iowa. Filed January 15, 1910. No. 971,617.

Dust Collector.—Urban Joedicke, St. Louis, Mo. Filed January 27, 1910. No. 971,895.

Apparatus for Drying and Steaming Grain.—Peter Provost, Milwaukee, Wis. Filed February 26, 1910. No. 971,559. See cut.

Process of Cleaning and Separating Grains.—Axel T. Hedfeldt, Chicago, Ill. Filed January 16, 1907. No. 971,609. See cut.

For Sale

[Copy for notices under this head should reach us by the 12th of the month to insure insertion in the issue for that month.]

ELEVATORS AND MILLS

FOR SALE OR RENT.

A 20,000 bushel elevator at Washburn, N. D., for sale or rent. In the best of condition. Reason for selling, too much other business. Address PAUL S. MEYER, Washburn, N. D.

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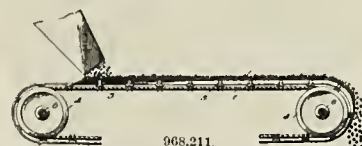
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Miscellaneous Notices

[Copy for notices under this head should reach us by the 12th of the month to insure insertion in the issue for that month.]

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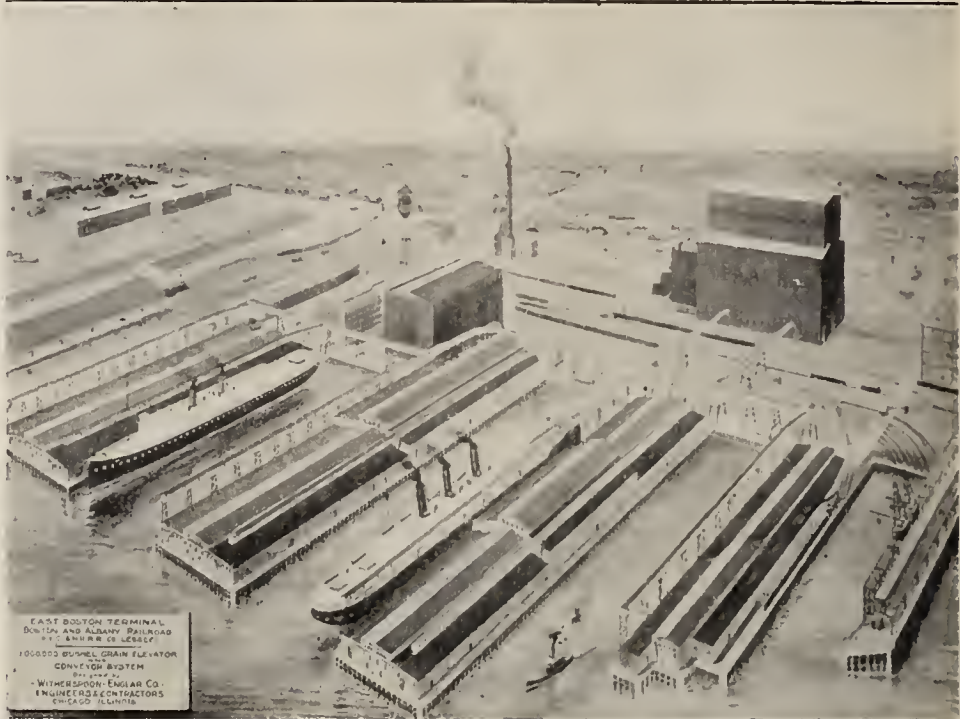
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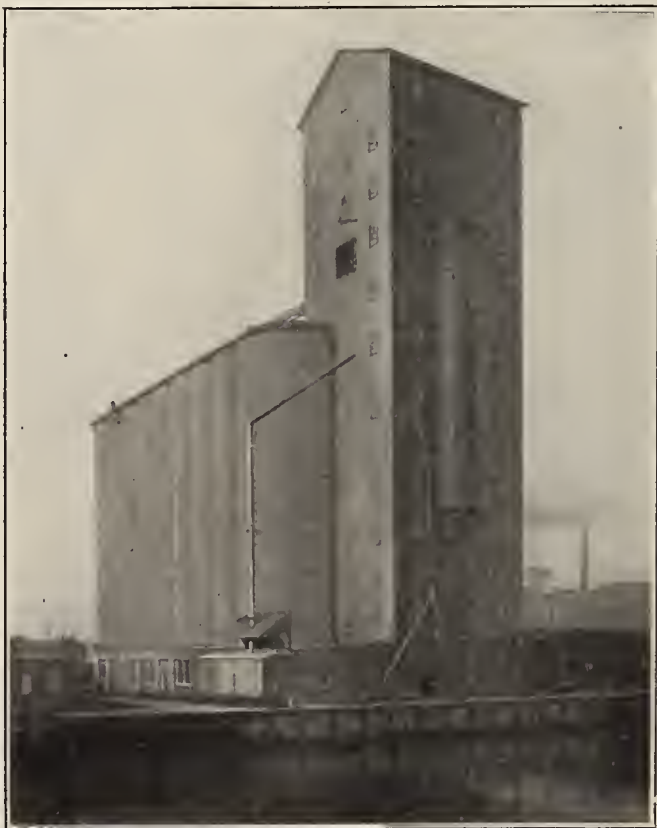
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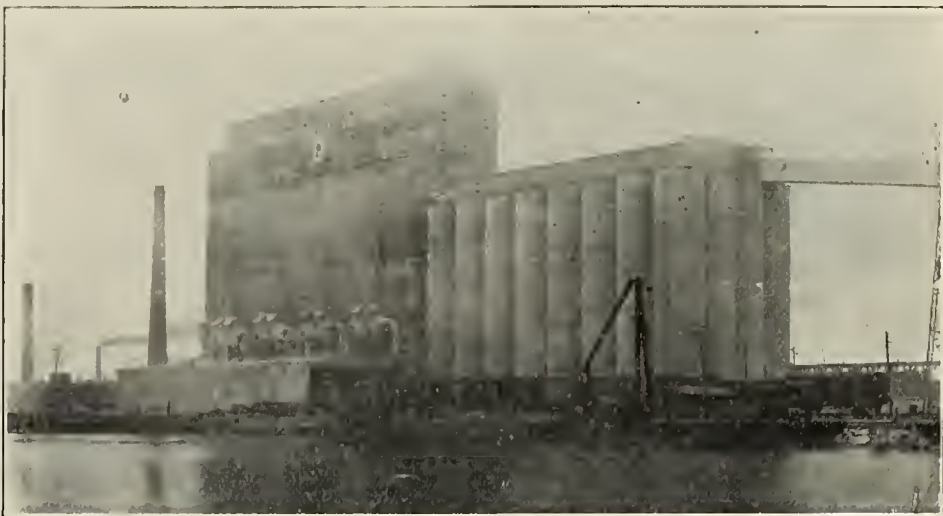


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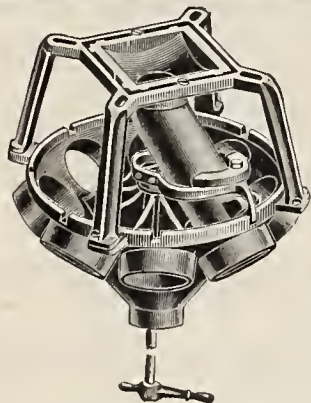
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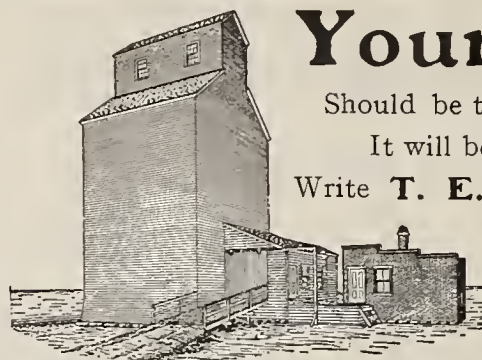
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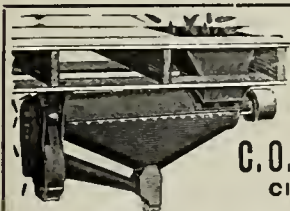
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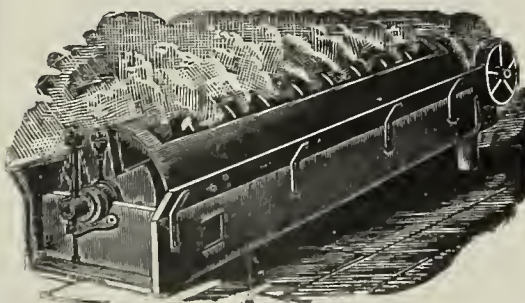


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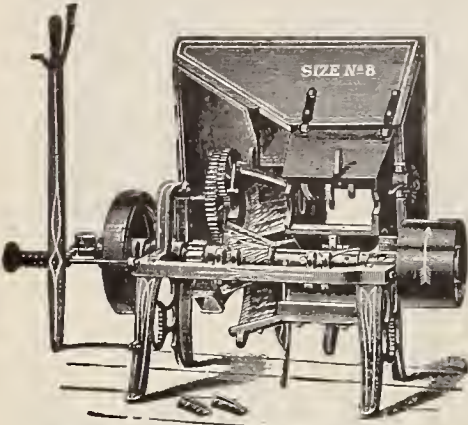
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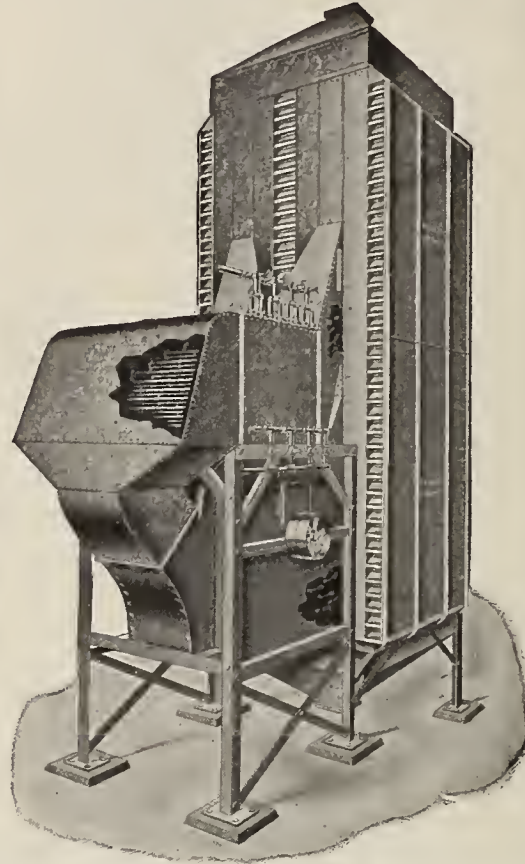
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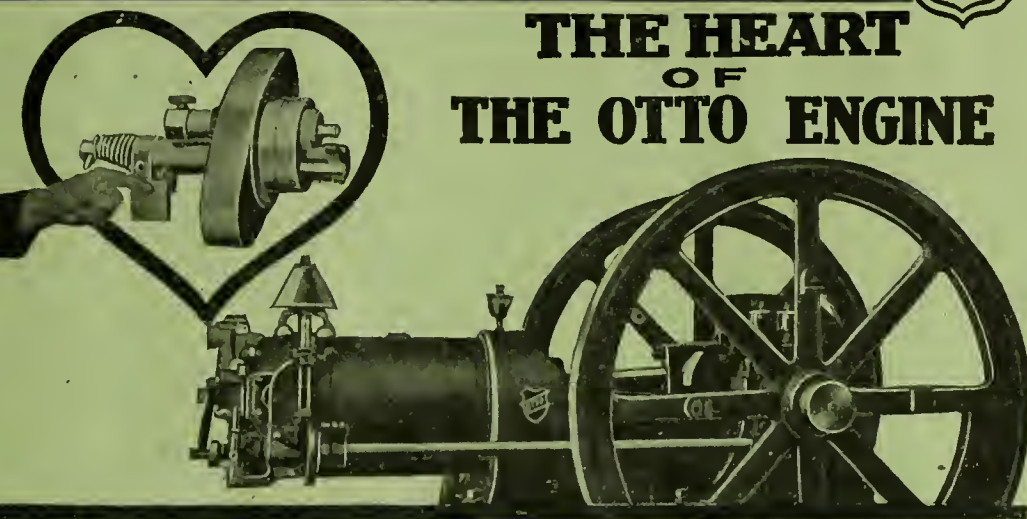
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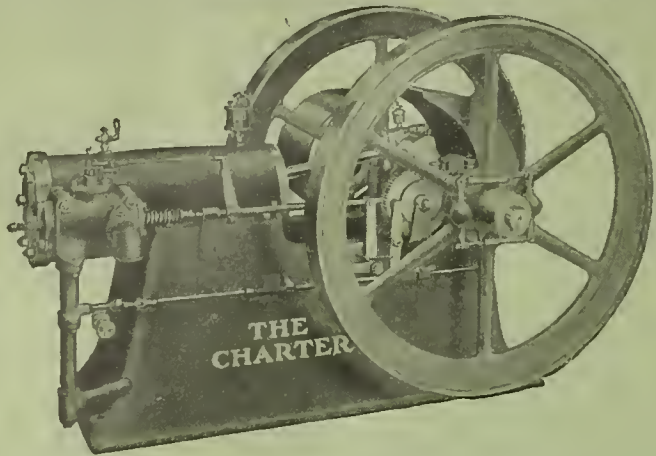
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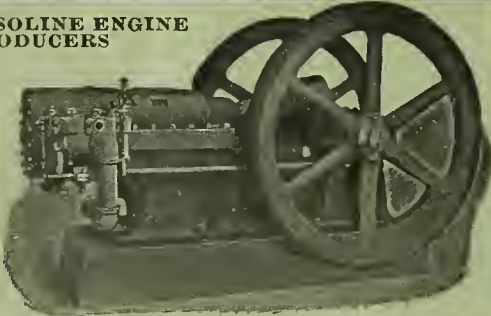
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